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This Instrument Prepared By:

Maito

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322 S. Green Street, Suite 400
Chicago, IL 60607



0724057109

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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/28/2007 03:24 PM Pg: 1 of 11

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FIRST AMENDMENT TO ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT

This FIRST AMENDMENT TO ACCOMMODATION MORTGAGE AND SECURITY AGREEMENT (this "First Amendment") is entered into as of this 29th day of June, 2007 by Wilson Yard Development I, LLC ("Borrower") in favor of Citigroup Center for Community Development Enterprises ("Lender"), as assignee of Alliant Capital, Ltd. ("Alliant Capital").

WHEREAS, Borrower is justly indebted and liable to the Lender pursuant to that certain Accommodation Mortgage and Security Agreement dated July 31, 2006 and recorded September 13, 2006 with the Recorder of Deeds of Cook County, Illinois as document number 0625618051 in favor of Alliant Capital, and assigned to Lender pursuant to that certain Assignment of Mortgage from Alliant Capital to Lender recorded September 13, 2006 as document number 0625618052 ("Mortgage"). The Mortgage currently encumbers the property legally described in Exhibit A attached hereto and made a part hereof ("Property").

NOW THEREFORE, for and in consideration of the preambles hereto, the sum of ten dollars, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions and Exhibits. Capitalized terms used but not otherwise defined herein shall have meanings ascribed thereto in the Mortgage. All exhibits, schedules and attachments referenced in this Third Amendment and all preambles hereto shall be deemed incorporated herein by this reference.

2. Substitute Collateral. In consideration for the Lender's agreement to release its lien on a portion of the Property pursuant to a separate release agreement and to accept certain other real estate as security for the Loan in lieu thereof, Borrower does hereby mortgage, convey, grant, bargain, sell and warrant unto the Lender and grant a security interest in, set over, and

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deliver to the Lender the Property legally described in Exhibit B attached hereto and hereby made a part hereof, and agrees that hereafter such Property shall be substituted for the Property legally described in the Mortgage and shall be subject to all of the terms, conditions and provisions of the Mortgage.

3. Representations, Covenants and Warranties of Borrower. Borrower hereby represents, warrants and covenants with the Lender that:

(a) The Mortgage is currently in full force and effect, and the Mortgage constitutes a valid and enforceable lien on the Property.

(b) The Borrower has complied with the provisions of the Mortgage in all material respects, and the Borrower is not in default under any of the provisions thereof and no event has occurred which with the passage of time or the giving of notice or both would constitute and Event of Default by Borrower under the Mortgage.

(c) There presently exists no setoff, defense or counterclaim available to any party to the Mortgage and Borrower has not received notice of, and has no knowledge of, any setoff, counterclaim or other defense available to any such party.

(d) The Borrower has neither agreed to nor has any knowledge or is in receipt of any notice of any waivers under, amendments or other modifications of, assignments of rights or obligations under, or defaults under the Mortgage.

4. Successors and Assigns. This First Amendment and all of the terms and conditions set forth herein shall extend to and be binding upon each of the parties hereto and upon each of said parties' respective executors, administrators, successors and permitted assigns.

5. Severability. In the event that any provision of this First Amendment or any operation contemplated hereunder is found by any court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and this First Amendment shall be regarded as modified accordingly, and, in any event, the remainder of this First Amendment shall continue in full force and effect.

6. Mortgage Otherwise Unchanged. Except as specifically set forth herein, all terms and conditions of the Mortgage shall remain in full force and effect and nothing herein contained invalidates or shall invalidate any security now held by the Borrower for the obligations of Borrower under the Mortgage or impair or release any covenant, condition, agreement or stipulation contained therein.

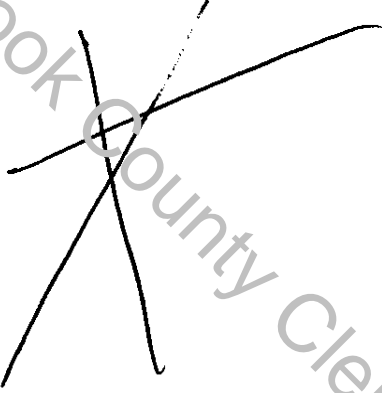
7. Governing Law. This First Amendment, and all matters relating hereto, including any matter or dispute arising out the First Amendment, shall be interpreted, governed and enforced according to the laws of the State of Illinois.

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8. Counterparts. This First Amendment may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument.

-Signature Page Follows-

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IN WITNESS WHEREOF, the Borrower has executed this First Amendment as of the date first written above.

BORROWER:

WILSON YARD DEVELOPMENT I, LLC,
an Illinois limited liability company

By: _____

Peter M. Holsten, Managing Member

Document No. 74976v1

Property of Cook County Clerk's Office

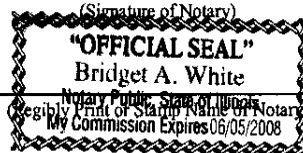
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CITY OF CHICAGO)
) SS.
 STATE OF ILLINOIS)

I, Bridget A. White, a notary public in and for said jurisdiction aforesaid, do hereby certify that Peter M. Holsten, personally known to me to be the Managing Member of Wilson Yard Development I, LLC, an Illinois limited liability company ("Grantor"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Managing Member, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Grantor, for the uses and purposes therein set forth.

Dated as of June 28th, 2007.

Bridget A. White



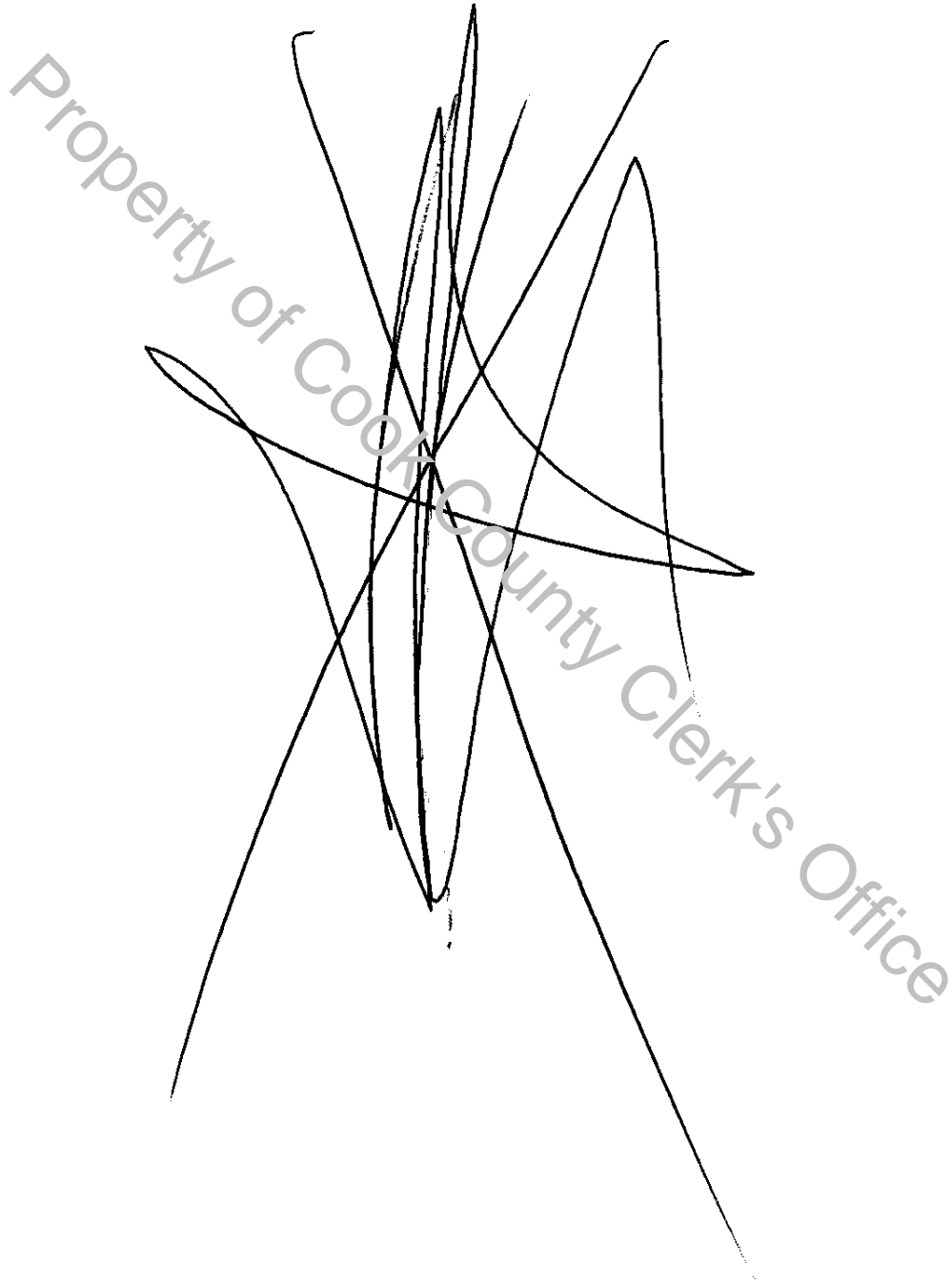
Notary public in and for the above jurisdiction,
 residing at _____

Chgo, IL 60630
 My appointment expires 6/5/2008

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EXHIBIT A

EXISTING LEGAL DESCRIPTION OF PROPERTY



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: (CTA PARCEL)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF BROADWAY, 1,124 FEET SOUTHEAST FROM THE SOUTH LINE OF WILSON AVENUE, MEASURED ALONG THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 55 FEET;

THENCE SOUTHWESTERLY 23.32 FEET TO A POINT 75 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, AS MEASURED AT RIGHT ANGLES THERETO, AND 12 FEET SOUTHERLY FROM THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY, MEASURED AT RIGHT ANGLES THERETO;

THENCE CONTINUING SOUTHERLY ON A STRAIGHT LINE 30.87 FEET TO A POINT 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO;

THENCE SOUTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO; 64.03 FEET;

THENCE SOUTHERLY ON A STRAIGHT LINE, 62.62 FEET TO A POINT 114 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, AS MEASURED AT RIGHT ANGLES THERETO AND 47.41 FEET NORTHWESTERLY OF THE NORTH LINE OF MONTROSE AVENUE, MEASURED ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, 47.41 FEET TO THE NORTH LINE OF MONTROSE AVENUE;

THENCE WEST ON THE NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 217.84 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 112 DEGREES 08 MINUTES 08 SECONDS FROM EAST TO NORTHWEST, WITH SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE 42.60 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 168 DEGREES 33 MINUTES 30 SECONDS FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 422.14 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 177 DEGREES 45 MINUTES 33 SECONDS, FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 26.51 FEET TO A POINT;

THENCE CONTINUING NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 183 DEGREES 10 MINUTES 25 SECONDS, FROM SOUTH THROUGH EAST TO

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LEGAL DESCRIPTION (CONT.)

NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 131.04 FEET TO A POINT;

THENCE EASTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 32.80 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE CLOCKWISE ANGLE OF 91 DEGREES 31 MINUTES 33 SECONDS, FROM WEST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 185.32 FEET TO A POINT;

THENCE EASTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 94 DEGREES 52 MINUTES 20 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 15.43 FEET;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE CLOCKWISE ANGLE OF 89 DEGREES 59 MINUTES 58 SECONDS, FROM WEST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 59.42 TO A POINT;

THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 178 DEGREES 16 MINUTES 20 SECONDS, FROM SOUTH THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 148.02 FEET TO A POINT;

THENCE NORTHERLY ALONG A STRAIGHT LINE, WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 178 DEGREES 07 MINUTES 36 SECONDS, FROM SOUTHEAST THROUGH EAST TO NORTH, WITH THE LAST DESCRIBED LINE, A DISTANCE OF 94.43 FEET TO A POINT;

THENCE EAST ALONG A STRAIGHT LINE WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 78 DEGREES 37 MINUTES 46 SECONDS, FROM SOUTH TO EAST, WITH THE LAST DESCRIBED LINE, SAID LINE BEING ALSO 168 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST WILSON AVENUE, A DISTANCE OF 15.87 FEET TO A POINT ON A LINE

SAID LINE BEING DEFINED AS HAVING A NORTHERLY TERMINUS ON THE SOUTH LINE OF WEST WILSON AVENUE 39.72 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE AND A SOUTHERLY TERMINUS AT A POINT DEFINED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF BROADWAY 465 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 85 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, 96 FEET;

THENCE SOUTHERLY ALONG SAID LINE

DEFINED AS HAVING A NORTHERLY TERMINUS ON THE SOUTH LINE OF WEST WILSON AVENUE 39.72 FEET WEST OF THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE AND A SOUTHERLY TERMINUS AT A POINT DEFINED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF BROADWAY, FORMERLY EVANSTON AVENUE, WITH THE SOUTH LINE OF WILSON AVENUE; THENCE

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LEGAL DESCRIPTION (CONT.)

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SOUTHEASTERLY ALONG THE WESTERLY LINE OF BROADWAY 465 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, 85 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, 96 FEET; THENCE SOUTHWESTERLY ON A COURSE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 4.11 FEET TO THE SOUTHERLY TERMINUS OF SAID LINE,

A DISTANCE OF 213.71 FEET TO A POINT; SAID POINT BEING ALSO THE SOUTHERLY TERMINUS OF THE ABOVE DESCRIBED LINE;

THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 4.11 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 85 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 96 FEET TO A POINT;

THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 85 FEET TO A POINT ON THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 10 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 70 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 25 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WEST LINE OF BROADWAY, A DISTANCE OF 25 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 95 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 200 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 5 FEET TO A POINT;

THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 100 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 400 FEET TO A POINT;

THENCE NORTHEASTERLY ALONG A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY, A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF BROADWAY;

THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION (CONT.)

PARCEL 2: (ASUZA PARCEL)

THAT PART OF THAT NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF BROADWAY, 1,124 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WILSON AVENUE, MEASURED ALONG THE WESTERLY LINE OF BROADWAY; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY 55 FEET; THENCE SOUTHWESTERLY 23.32 FEET TO A POINT 75 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO AND 12 FEET SOUTHERLY FROM THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING SOUTHERLY ON A STRAIGHT LINE 30.87 FEET TO A POINT 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO AND 40 FEET SOUTH OF THE FIRST DESCRIBED COURSE PRODUCED SOUTHWESTERLY MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH AND 88 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO, 64.03 FEET; THENCE SOUTHERLY ON A STRAIGHT LINE 62.62 FEET TO A POINT 114 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF BROADWAY, MEASURED AT RIGHT ANGLES THERETO, AND 47.41 FEET NORTHWESTERLY OF THE NORTH LINE OF MONTROSE AVENUE, MEASURED ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE 47.41 FEET TO NORTH LINE OF MONTROSE AVENUE; THENCE EAST ON THE NORTH LINE OF MONTROSE AVENUE 125.31 FEET, MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF BROADWAY; THENCE NORTHWESTERLY ON THE WESTERLY LINE OF BROADWAY 260.73 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (MONTROSE PARCEL)

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF BROADWAY ROAD (FORMERLY EVANSTON AVENUE), 475 FEET SOUTHEASTERLY FROM THE SOUTH LINE OF WILSON AVENUE; THENCE CONTINUING SOUTHEASTERLY ON THE WESTERLY LINE OF BROADWAY ROAD, 225 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD, 95 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH AND 95 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES, TO THE WESTERLY LINE OF BROADWAY ROAD, 200 FEET; THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD, 25 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF BROADWAY ROAD, 25 FEET; THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF BROADWAY ROAD 70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

NEW LEGAL DESCRIPTION OF PROPERTY

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF BROADWAY, 673.85 FEET SOUTHEAST FROM THE SOUTH LINE OF WILSON AVENUE, MEASURED ALONG SAID WESTERLY LINE OF BROADWAY; THENCE SOUTH 24 DEGREES 33 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY LINE OF BROADWAY, A DISTANCE OF 710.43 FEET TO THE NORTH LINE OF MONTROSE AVENUE; THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 403.17 FEET TO A POINT; THENCE NORTH 22 DEGREES 07 MINUTES 47 SECONDS WEST ALONG A STRAIGHT LINE WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 112 DEGREES 08 MINUTES 08 SECONDS FROM EAST TO NORTHWEST WITH SAID NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 42.60 FEET TO A POINT; THENCE NORTH 10 DEGREES 41 MINUTES 17 SECONDS WEST ALONG A STRAIGHT LINE WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 168 DEGREES 33 MINUTES 30 SECONDS FROM SOUTH THROUGH EAST TO NORTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 422.14 FEET TO A POINT; THENCE NORTH 08 DEGREES 26 MINUTES 50 SECONDS WEST ALONG A STRAIGHT LINE WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 177 DEGREES 45 MINUTES 33 SECONDS FROM SOUTH THROUGH EAST TO NORTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 26.51 FEET TO A POINT; THENCE NORTH 11 DEGREES 37 MINUTES 15 SECONDS WEST ALONG A STRAIGHT LINE WHICH FORMS THE COUNTER CLOCKWISE ANGLE OF 183 DEGREES 10 MINUTES 25 SECONDS FROM SOUTH THROUGH EAST TO NORTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 124.56 FEET TO A POINT; THENCE NORTH 79 DEGREES 18 MINUTES 43 SECONDS EAST, A DISTANCE OF 235.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.