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This instrument was prepared
by and, after recording,
return to:

Robert N. Sodikoff
Aronberg Goldgehn Davis &
Garmisa
330 North Wabash - Suite 3000
Chicago, Illinois 60611



Doc#: 0803834002 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/07/2008 08:06 AM Pg: 1 of 5

Location:
Property commonly known as
1501 S. Laflin
Chicago, Illinois

Permanent Real Estate Tax

Index Nos.: 17-20-127-001-0000 Vol. 0597
17-20-127-002-0000 Vol. 0597
17-20-127-003-0000 Vol. 0597
17-20-127-004-0000 Vol. 0597
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Space above this line for Recorder's use only

AMENDMENT NO. 3 TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

**THIS AMENDMENT NO. 3 TO MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FINANCING STATEMENT** is made and entered into effective as of the 1st
day of January, 2008 by and between **LOOMIS-LAFLIN LOFTS, LLC**, an Illinois limited
liability company having an address at c/o Lipe Property Company, 1850 North Milwaukee
Avenue, Chicago, Illinois 60647 ("Mortgagor"), and **MIDWEST BANK AND TRUST
COMPANY**, an Illinois banking corporation, with offices at 1601 North Milwaukee Avenue,
Chicago, Illinois 60647 ("Mortgagee").

RECITALS:

A. Mortgagor is indebted to Mortgagee as evidenced by a certain Mortgage Note dated March 31, 2006, as may be amended, modified, restated or supplemented from time to time, (the "Note") in the original principal amount of FOUR MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,900,000.00) made by Mortgagor to Mortgagee. By Amendment to Loan Agreement and Related Loan Documents dated effective as of April 1, 2007 ("First Amendment"), the principal amount of the Note was increased to FIVE MILLION ONE HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$5,114,375.00) and the Maturity Date of the Note was extended to October

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1, 2007. By Amendment No. 2 to Loan Agreement and Related Loan Documents dated effective as of October 1, 2007 ("Second Amendment"), the principal amount of the Note was increased to FIVE MILLION TWO HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$5,214,375.00) and the Maturity Date of the Note was extended to January 1, 2008. By Amendment No. 3 to Loan Agreement and Related Loan Documents dated effective as of January 1, 2008 (the "Third Amendment"), the principal amount of the Note is being increased to FIVE MILLION THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$5,320,000.00) and the Maturity Date of the Note is being extended to July 1, 2008.

B. The Note is secured by, among other things, a Mortgage, Security Agreement and Fixture Financing Statement dated as of March 31, 2006, as amended or modified from time to time (the "Mortgage"), recorded May 25, 2006 with the Recorder of Deeds of Cook County, Illinois as Document No. 0614520081, made by Mortgagor to Mortgagee, as amended by Amendment to Mortgage, Security Agreement and Fixture Financing Statement dated April 1, 2007, recorded April 2, 2007 with the Recorder of Deeds of Cook County, Illinois as Document No. 0709244036, and as further amended by Amendment No. 2 to Mortgage, Security Agreement and Fixture Financing Statement dated October 1, 2007 and recorded on October 24, 2007 as Document No. 0729731083, covering the premises described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

C. Mortgagor and Mortgagee wish to amend the Mortgage, as previously amended, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The Recitals set forth above are hereby incorporated herein and made a part hereof by reference thereto.

2. As of the effective date hereof, pursuant to the Third Amendment, the principal amount of the Note, as previously modified or amended, and which constitutes the indebtedness secured by the Mortgage, is increased to FIVE MILLION THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$5,320,000.00) and all references in the Mortgage to the principal amount of the Note are hereby amended accordingly. Further, the "Maturity Date" of the Note, as previously modified or amended, is amended to be July 1, 2008 or such earlier date the entire Outstanding Principal Balance and accrued and unpaid interest on the Note, and any sums which are due and payable pursuant to the terms and provisions of the Note are due and payable by reason of the acceleration of the maturity of the Note.

3. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. Except as expressly modified hereby, the terms of the Mortgage, as previously amended, are and shall remain unmodified and in full force and effect.

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4. This Amendment shall be effective as of the date first above written upon execution by the parties hereto. The date or dates of the acknowledgements indicate the date(s) of execution of this Amendment but execution is as of the above date, and for purposes of identification and reference the date of this Amendment is the above date.

[Signature page follows.]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed as of the day and year first above written.

MORTGAGOR:

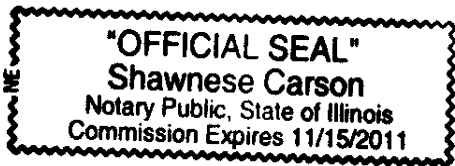
LOOMIS-LAFLIN LOFTS, LLC,
an Illinois limited liability company

By: 
Steven A. Lipe, Managing Member

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Steven A. Lipe, the Managing Member of Loomis-Laflin Lofts, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of January, 2008.




Notary Public

467702.3

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 TO 25, INCLUSIVE IN BLOCK 14 IN SAMPSON AND GREEN'S SUBDIVISION OF BLOCK 2 TO 6 AND 11 TO 14 ALL INCLUSIVE IN SAMPSON AND GREEN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST ½ OF SAID TRACT), ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1501 S. Laflin Street, Chicago, Illinois

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