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This instrument prepared by
and please return to:

Polsinelli Shalton Flanigan Suelthaus PC
180 North Stetson Avenue, Suite 4525
Chicago, Illinois 60601-6733
Attention: Kimberly K. Enders, Esq.

Doc#: 0805639119 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/25/2008 03:18 PM Pg: 1 of 16

P.I.N.: 16-18-428-029-0000; 16-18-428-030-0000;
16-18-428-031-0000; 16-18-428-032-0000;
16-18-428-033-0000; 16-18-428-034-0000;
16-18-428-035-0000; 16-18-428-036-0000;
16-18-428-037-0000; 16-18-428-038-0000
COMMONLY KNOWN AS: 6436 Roosevelt Road, Oak Park, Illinois 60304

SECOND MODIFICATION OF MORTGAGE

This instrument is a Second Modification of Mortgage ("Second Modification") of a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing dated July 14, 2005 and recorded with the Cook County, Illinois Recorder of Deeds on July 20, 2005 as Document No. 0520141059 ("Mortgage") among American Chartered Bank, an Illinois banking corporation ("Mortgagee"), GLKW Properties, LLC, an Illinois limited liability company ("Mortgagor"), and Jack Lucania and Kimberly M. Weiner (collectively, "Guarantors").

RECITALS:

A. Mortgagor holds fee simple title to certain real estate legally described on Exhibit A hereto and commonly known as 6436 Roosevelt Road, Oak Park, Illinois ("Real Estate").

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B. As of July 14, 2005, Mortgagor and Mortgagee entered into a Construction Loan Agreement ("Loan Agreement") pursuant to which Mortgagee made a loan in the amount of \$6,300,000.00. Concurrently therewith, Mortgagor executed a Promissory Note in the amount of \$6,300,000.00 ("Note"). The proceeds of the Note were used to construct a building with 54 residential units ("Units") and 72 parking spaces ("Project"). Guarantors executed and delivered their Guaranty of Loan Agreement, Note, Mortgage and Other Undertakings covering the Loan ("Guaranty").

C. On February 12, 2007, Mortgagor and Mortgagee entered into a Modification of Mortgage ("Modification"), pursuant to which Mortgagee (i) increased the amount of the Loan by \$485,070.00 in order to pay interest on the Loan and additional costs of the Project, (ii) extended the maturity date of the Loan until July 1, 2007, (iii) provided Mortgagor the option to extend the maturity date of the Loan until January 1, 2008; and (iv) decreased the interest rate applicable to the Loan. The Modification was recorded on February 23, 2007 as Document No. 0705431107. Mortgagor executed a Promissory Note in the amount of \$2,875,000.00 ("Revised Note").

D. Mortgagor exercised the option to extend the maturity date of the Loan until January 1, 2008.

E. The outstanding principal balance of the Loan is presently \$1,368,543.57. Mortgagor has now requested Mortgagee to (i) extend the maturity date of the Loan from January 1, 2008 until July 1, 2008, (ii) to provide Mortgagor the option of a second extended maturity date until January 1, 2009, and (iii) to increase the amount of the Loan by \$598,056.43 ("Second Additional Loan") to provide funds to pay interest on the Loan and provide funds to complete the

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Units on the Real Estate. Mortgagee is agreeable to these requests subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. The current principal balance of the Loan is \$1,368,543.57. The amount of the Loan is hereby increased by \$598,056.43 ("Second Additional Loan") from \$1,368,543.57 to \$1,966,600.00. Lender will reserve \$0 to pay interest on the Loan and Second Additional Loan which will be disbursed monthly by Mortgagee to pay interest on the Loan and the Second Additional Loan, \$593,806.43 will be available to pay additional Project costs and closing costs of this Second Modification and \$4,250.00 will be used to pay Mortgagee's additional fee. After these Second Additional Loan proceeds have been disbursed, Mortgagor must pay interest on the Loan and Second Additional Loan from its own funds. The Note is hereby modified and amended in its entirety by the Second Revised Note in the amount of \$1,966,617.00 ("Second Revised Note"), a copy of which is attached hereto as Exhibit B. The Mortgage and all documents described in the Loan Agreement (the "Security Documents") are hereby modified and amended to secure the Second Revised Note and all references to the Note in the Security Documents are modified and amended to refer to the Second Revised Note in place of the Note. All amounts presently outstanding on the Note shall be deemed outstanding on the Second Revised Note. All interest charged on and all payments made on the Note and Revised Note previously are unchanged.

2. This Second Modification shall be effective upon Mortgagee's receipt of this Second Modification executed by the parties hereto and the following documents and items:

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(a) the Second Revised Note executed by Mortgagor in the amount of \$1,966,600.00;

(b) a Second Revised Guaranty of Loan Agreement, Note, Mortgage and Other Undertakings executed by Guarantors ("Second Revised Guaranty");

(c) a date down endorsement to Mortgagee's loan title insurance policy which extends the date of the policy to the date of recording of this Second Modification and increases the amount of insurance by \$598,056.43, subject only to such exceptions as Mortgagee shall reasonably permit, and which reflects that Mortgagor holds fee simple title to the Real Estate and which insures the Mortgage as modified by this Second Modification;

(d) updated certificates of insurance as required by Section 4 of the Mortgage, if necessary;

(e) a Certificate of Good Standing of Mortgagor;

(f) a Borrowing Resolution of Mortgagor;

(g) a certification from Mortgagor that all organizational documents previously delivered to Mortgagee are unchanged and are presently accurate or copies of all amendments, as applicable; and

(h) payment of Mortgagee's fee and expenses as set forth in Section 8 hereof.

3. Upon receipt of the documents required in Section 2 hereof, Mortgagee will cause this Second Modification to be placed of record and concurrently therewith will order an endorsement to its Mortgagee's title insurance policy from the title insurer of the Mortgage ("Title Insurer") covering said recordations. When the endorsement has been issued and increases the amount of insurance by \$598,056.43, reflects that Mortgagor is the holder and owner of the fee simple title to the Real Estate and that Mortgagee holds the lien of the Mortgage

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as modified by this Second Modification as a first lien on the Real Estate, subject only to the exceptions reasonably permitted by Mortgagee, then this Second Modification shall become effective and Mortgagee shall disburse the proceeds of the Second Revised Note pursuant to the provisions of the Loan Agreement and this Second Modification.

4. This Second Modification shall constitute a modification and amendment of the Note, the Revised Note, the Mortgage and the Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note and the Revised Note ("Loan Documents") reference is made to a Loan Document, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. Except as provided herein, all other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Security Documents, or the covenants, conditions and agreements therein contained or contained in the Loan Documents.

5. In the event of conflict between any of the provisions of the Loan Documents and this Second Modification, the provisions of this Second Modification shall override and control.

6. Mortgagor and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

7. Mortgagor hereby agrees to pay Mortgagee's fee in the amount of \$4,250.00 plus all of Mortgagee's expenses arising out of and in connection with this Second Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.

8. Guarantors hereby expressly acknowledge and confirm that by executing this Second Modification, Mortgagee has not waived, altered or modified Mortgagee's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations

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of the parties hereto or any of the security given to Mortgagee in connection therewith without the consent of Guarantors and without such action releasing, modifying, or affecting the obligations of Guarantors or affecting the security heretofore granted to Mortgagee.

9. MORTGAGOR AND GUARANTORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THE REVISED NOTE, THE SECOND REVISED NOTE, THE SECOND REVISED GUARANTY, THE MORTGAGE, THE LOAN DOCUMENTS, THE SECURITY DOCUMENTS, THE MODIFICATION OR THIS SECOND MODIFICATION, OR ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH MORTGAGEE, MORTGAGOR AND GUARANTORS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE IN GRANTING ANY FINANCIAL ACCOMMODATION TO MORTGAGOR OR GUARANTORS, OR ANY OF THEM.

10. MORTGAGOR AND GUARANTORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND MORTGAGOR AND GUARANTORS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. MORTGAGOR AND GUARANTORS HEREBY IRREVOCABLY WAIVE TO THE

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FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. MORTGAGOR AND GUARANTORS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

MORTGAGOR AND GUARANTORS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST MORTGAGEE OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREIN ABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF MORTGAGEE TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF MORTGAGEE TO BRING ANY ACTION OR PROCEEDING AGAINST MORTGAGOR OR GUARANTORS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

11. Mortgagor and Guarantors warrant to Mortgagee that neither the Mortgagor nor Guarantors nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Mortgagor and Guarantors covenant to Mortgagee that if they become aware that they or any affiliate is identified on any Blocked Persons List, Mortgagor and Guarantors shall promptly

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notify the Mortgagee in writing of such information. Mortgagor and Guarantors further agree that in the event it or any Affiliate is at any time identified on any Blocked Persons List, Mortgagee may immediately contact the Office of Foreign Assets Control and any other government agency the Mortgagee deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Mortgagee will forbear enforcement of its rights and remedies during such time as (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List and (2) the Mortgagee determines, in its reasonable discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of the Mortgagee and encumbering, any part of the Premises (as defined in the Mortgages) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

Signature page follows

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IN WITNESS WHEREOF, the parties hereto have executed this Second Modification on 02-04, 2008 to be effective January 1, 2008.

MORTGAGEE:

American Chartered Bank, an Illinois banking corporation

By: [Signature]
Its _____

MORTGAGOR:

GLKW Properties LLC, an Illinois limited liability company

By: [Signature]
Jack Lucania, its Managing Member

By: [Signature]
Kimberly M. Weiner, its Managing Member

GUARANTORS:

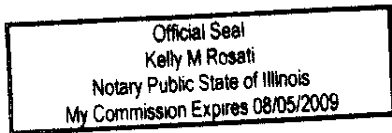
[Signature]
Jack Lucania

[Signature]
Kimberly M. Weiner

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that JASON COSTELLO, VICE President of American Chartered Bank, an Illinois banking corporation, 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 he signed and delivered the said instrument as his own free and voluntary acts and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 02-04 2008
[Signature]
Notary Public

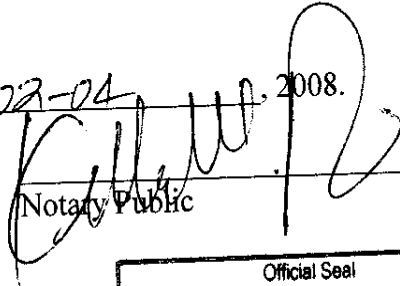


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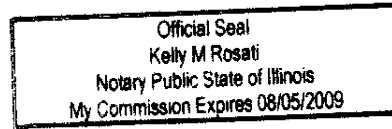
STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Jack Lucania and Kimberly M. Weiner, Managing Members of GLKW Properties, LLC, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 02-04, 2008.



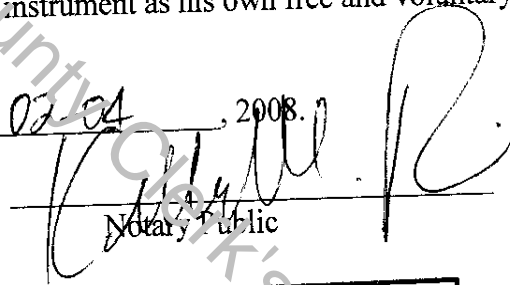
Notary Public



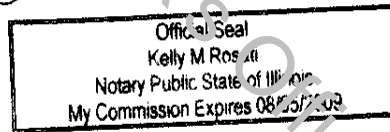
STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

KELLY M. ROSATI, a Notary Public in and for the State and County aforesaid, does hereby certify that Jack Lucania, 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 he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 02-04, 2008.



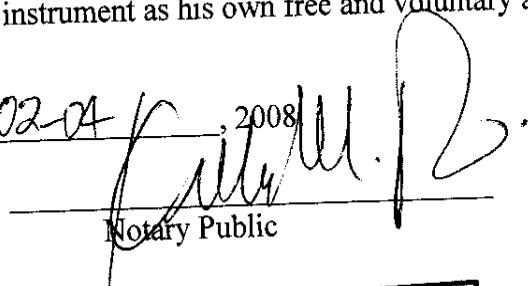
Notary Public



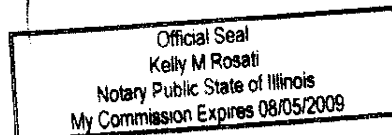
STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

KELLY M. ROSATI, a Notary Public in and for the State and County aforesaid, does hereby certify that Kimberly M. Weiner, 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 he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 02-04, 2008.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION:

Units 202, 205, 206, 218, 305, 306, 310, 317, 401, 402, 406, 408, 409, 410, 412, 417, 418 in the Prairie Place at 6436 Roosevelt Condominium, as delineated on a survey of the following described property:

Parcel 1:

Lots 19 to 28 both inclusive, in the Subdivision of Block 3 in the Subdivision of the Southeast $\frac{1}{4}$ of Lot 6 in the Subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian (except the West Half of the Southwest Quarter of said Section 18), in Cook County, Illinois

Parcel 2:

The West $\frac{1}{2}$ of vacated Elmwood Avenue lying East of and adjoining Lot 19 in the Subdivision of Block 3 in Subdivision of the Southeast $\frac{1}{4}$ of Lot 6 in B. F. Jervis Subdivision of Section 18, Township 39 North, Range 13 East of the Third Principal Meridian (except the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ thereof), in Cook County, Illinois

Parcel 3:

The East $\frac{1}{2}$ of vacated Gunderson Avenue lying West of and adjoining Lot 28 in Subdivision of Block 3 in Subdivision of the Southeast $\frac{1}{4}$ of Lot 6 in B. F. Jervis Subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian (except the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$) in Cook County, Illinois

which survey is attached to the Declaration of Condominium recorded as Document 0617416044, as amended from time to time, together with as undivided percentage interest in the common elements.

COMMONLY KNOWN AS: 6436 Roosevelt Road, Oak Park, Illinois 60304

P.I.N.: 16-18-428-029-0000; 16-18-428-030-0000;
 16-18-428-031-0000; 16-18-428-032-0000;
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 16-18-428-035-0000; 16-18-428-036-0000;
 16-18-428-037-0000; 16-18-428-038-0000

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EXHIBIT B

PROMISSORY NOTE ("Second Revised Note")

\$1,966,600.00

January 1, 2008

FOR VALUE RECEIVED the undersigned, GLKW Properties, LLC, an Illinois limited liability company ("Borrower"), promises to pay to the order of American Chartered Bank, an Illinois banking corporation (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of One Million Nine Hundred Sixty-Six Thousand Six Hundred (\$1,966,600.00) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

The rate of interest payable on this Note will change from time to time as hereafter provided. Monthly payments on account of this Note shall be adjusted from time to time as the rate of interest changes. Payments on account of this Note shall be made as follows:

(a) On February 1, 2008, and on the first day of each succeeding calendar month to and including the Maturity Date (as defined hereafter), there shall be paid interest only, in arrears, on the outstanding principal balance at a rate equal to the greater of (i) five and a half percent (5.5%) or (ii) the prime rate of interest in effect from time to time at American Chartered Bank per annum.

(b) Unless extended pursuant to subparagraph (c) hereof, on July 1, 2008 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

(c) Provided Borrower is not in default hereunder, Borrower may extend the Maturity Date of this Note until January 1, 2009 ("Extended Maturity Date") by notifying Holder in writing, which notice shall be irrevocable, at least thirty (30) days before the Maturity Date and by paying an extension fee equal to a quarter percent of the outstanding principal balance of the Note plus the amount of the remaining Interest Reserve, if any.

The prime rate of American Chartered Bank is currently the highest prime rate of interest published in The Wall Street Journal. If this index is no longer available, Bank will chose a new index in compliance with applicable law and will notify Borrower of its choice. Borrower acknowledges that it is advised that said rate is not Bank's lowest or most favorable lending rate.

Interest shall be calculated on the basis of a year having three hundred sixty (360) days and paid based on the actual days outstanding.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of American Chartered Bank, 1199 E. Higgins Road, Schaumburg, Illinois 60173.

This Note may be prepaid, without premium or penalty, in whole or in part, and all accrued interest hereon shall be payable and shall be paid on the date of prepayment.

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EXHIBIT B

Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a late charge ("Late Charge") of five (5.0%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

This Note is executed pursuant to a Second Modification of Mortgage executed concurrently herewith ("Second Modification"). This Note replaces that certain Promissory Note in the amount of \$6,300,000.00 ("Original Note") made by Borrower on July 14, 2005 and that certain Promissory Note in the amount of \$2,875,000.00 made by Borrower on February 12, 2007 ("Revised Note"). The Revised Note was made pursuant to a Modification of Mortgage which was recorded with the Cook County, Illinois Recorder of Deeds on February 23, 2007 as Document No. 0705431107. Pursuant to the Second Modification, this Note is secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage") executed on July 14, 2005 and recorded with the Cook County, Illinois Recorder of Deeds on July 20, 2005 as Document No. 0520141059. Amounts outstanding pursuant to the Original Note and Revised Note shall be outstanding under this Note. All interest rates applicable to and charged on the Original Note and Revised Note and all payments made on the Original Note are unchanged. Pursuant to the Second Modification, the Mortgage and other security documents ("Security Documents") are modified to secure this Note.

This Note does not evidence a revolving loan. Payments of principal will not be available to be disbursed again.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default in the payment of principal or interest or in the payment of any other monies when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgage or Security Documents.

Under the provisions of the Mortgage and Security Documents, the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage and Security Documents are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default, not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding five (5.0%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

No failure on the part of Holder or any holder hereof to exercise any right or remedy hereunder, whether before or after the occurrence of an event of default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate, nor acceptance of a past-due installment, nor indulgence granted shall be construed to be a waiver of the right to insist upon prompt payment and to impose the late payment penalty and the default rate, retroactively or prospectively, or shall be deemed a waiver of any right of acceleration or any other right which Holder may have, whether

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EXHIBIT B

by law or agreement or otherwise. None of the foregoing shall operate to release, change or effect the liability of Borrower, endorser or guarantor of this Note, and Borrower and each endorser and guarantor hereby expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing.

Borrower waives notice of default, presentment, notice of dishonor, protest and notice of protest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Bank in connection therewith including, but not limited to, court costs, litigation expenses and reasonable attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, second to interest and Late Charges and the balance to principal.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrower, escrowees or otherwise for the benefit of Borrower shall, for all purposes, be deemed outstanding hereunder and received by Borrower as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by escrowees to Borrower.

BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY THE RIGHT IT MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, MORTGAGE, LOAN AGREEMENT OR ANY OF THE OTHER OBLIGATIONS, OR THE COLLATERAL SECURED BY THE SECURITY DOCUMENTS, OR ANY AGREEMENT, EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH HOLDER AND BORROWER ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER.

BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN COOK COUNTY, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND BORROWER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURT. BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWER IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES

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EXHIBIT B

OF SUCH PROCESS TO BORROWER AT ITS ADDRESS AS SPECIFIED IN THE RECORDS OF HOLDER. BORROWER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWER AGREES NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST HOLDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF HOLDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF HOLDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

Borrower warrants to Holder that neither the Borrower nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrower covenants to Holder that if it becomes aware that it or any affiliate is identified on any Blocked Persons List, the Borrower shall immediately notify the Holder in writing of such information. Borrower further agrees that in the event it or any Affiliate is at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Holder to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, the Holder may immediately contact the Office of Foreign Assets Control and any other government agency the Holder deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Holder will forbear enforcement of its rights and remedies during such time as (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List and (2) the Holder determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of the Holder and encumbering, any part of the Premises (as defined in the Mortgages) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

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EXHIBIT B

Time is of the essence of this Note and each provision hereof.

GLKW Properties, LLC, an Illinois limited liability company

By: COPY
Jack Lucania, its Managing Member

By: COPY
Kimberly Weiner, its Managing Member

Property of Cook County Clerk's Office