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PREPARED BY AND WHEN RECORDED
MAIL TO:

Riemer & Braunstein LLP
Three Center Plaza
Boston, Massachusetts 02108
Attn: Richard I. Lefkowitz, Esquire

Doc#: 0807133007 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/11/2008 08:40 AM Pg: 1 of 9

1501 West 87th St

Property of Cook County

SECOND AMENDMENT TO LEASEHOLD CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS AND ASSIGNMENT OF LEASES AND RENTS

161-163, 169, 201, 205, 233 West 87th Street
Chicago, Illinois

Property Identification No. SEE EXHIBIT A

This Second Amendment is made as of the 3rd day of February, 2008 between BERKSHIRE-WEST 87TH STREET, LLC, a Massachusetts limited liability company having an address c/o Berkshire Development, LLC, 41 Taylor Street, Springfield, Massachusetts 01103 (referred to herein as the "Mortgagor") and WACHOVIA FINANCIAL SERVICES, INC. (the "Lender"), having an address at One Boston Place, 27th Floor, Boston, Massachusetts 02108, in consideration of the mutual covenants contained herein and the benefits to be derived herefrom.

WHEREAS, pursuant to a loan arrangement (the "Loan") between Mortgagor and Lender dated as of August 3, 2006, the Lender is the holder of (i) that certain Leasehold Construction Mortgage, Security Agreement, Fixture Filing and Collateral Assignment of Leases and Rents from the Mortgagor to Wachovia Financial Services, Inc. dated August 3, 2006 recorded with the Cook County Recorder of Deeds as Document No. 0622334071 (the "Mortgage") and (ii) that certain Assignment of Leases and Rents from the Mortgagor as Borrower and Assignor therein to Wachovia Financial Services, Inc. dated August 3, 2006 and recorded with the Cook County Recorder of Deeds as Document No. 0622334072 (the "Assignment"), with respect to the premises described therein located at 161-163, 169, 201, 205 and 233 West 87th Street, Chicago, Illinois (the "Property"); and

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WHEREAS, the Mortgagor granted the Mortgage and the Assignment to secure payment and performance of certain liabilities, indebtedness and obligations of Mortgagor as described in the Mortgage and the Assignment, which included, without limitation, Mortgagor's Promissory Note dated August 3, 2006 in the principal amount of \$10,900,000.00 (the "2006 Note") and that certain Loan Agreement dated as of August 3, 2006 between Mortgagor and Lender (the "2006 Loan Agreement"); and

WHEREAS, the Mortgagor and Lender entered into an amendment to the Loan (the "First Loan Amendment") pursuant to which Lender loaned, and Mortgagor borrowed, additional sums to finance Mortgagor's construction of certain improvements at the Property, as represented by (i) Amended and Restated Promissory Note dated May 14, 2007 in the original principal amount of \$11,900,000.00 (the "Amended Note") and (ii) First Amendment to Loan Agreement and Ratification of Loan Documents (collectively, with the 2006 Loan Agreement, herein the "Amended Loan Agreement"); and

WHEREAS, the Mortgage and the Assignment were amended to secure the First Loan Amendment (including the Amended Note and the Amended Loan Agreement) pursuant to the terms of that certain First Amendment to Leasehold Construction Mortgage, Security Agreement, Fixture Filing and Collateral Assignment of Leases and Rents and Assignment of Leases of Rents dated May 14, 2007 and recorded with the Cook County Recorder of Deeds as Document No. 071383907 (the "First Mortgage Amendment"); and

WHEREAS, the Amended Note has matured by its terms, and the Mortgagor and Lender are extending the maturity thereof pursuant to First Amendment to Amended and Restated Promissory Note dated as of February 3, 2008, and the Mortgagor and Lender have agreed to further amend the Mortgage and the Assignment to amend certain terms thereof and to reference the extended maturity of the Amended Note;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Lender hereby covenant and agree as follows:

1. The Mortgage and the Assignment, as previously amended by the First Mortgage Amendment, are hereby further amended to secure, within the definition of the "Obligations" secured thereunder, the prompt, punctual, and faithful payment and performance of the Mortgagor's obligations to Lender with respect to the Amended Note as amended pursuant to First Amendment to Amended and Restated Promissory Note dated as of February 3, 2008 (the "2008 Note Amendment"). Any and all references in the Mortgage and the Assignment to the "Obligations" and the "Note" are hereby deemed to also include reference to the Amended Note as amended by the 2008 Note Amendment.
2. In furtherance of the foregoing, subparagraph "A" on page 4 of the Mortgage as amended by the First Mortgage Amendment, which presently reads:

"A. The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by that certain Amended and Restated Promissory Note (hereinafter, the "**Note**") dated May 14, 2007, including any extensions, renewals, replacements, modifications and amendments thereof, in the

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original principal amount of ELEVEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$11,900,000.00) given by Mortgagor to the order of the Lender having a maturity of August 3, 2007 (which amends, restates and replaces in its entirety Mortgagor's Promissory Note dated August 3, 2006 in the original principal amount of \$10,900,000.00);"

is hereby amended to read as follows:

"A. The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by that certain Amended and Restated Promissory Note (hereinafter, the "**Note**") dated May 14, 2007, as amended pursuant to First Amendment to Amended and Restated Promissory Note dated as of February 3, 2008, including any further extensions, renewals, replacements, modifications and amendments thereof, in the original principal amount of ELEVEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$11,900,000.00) given by Mortgagor to the order of the Lender having a maturity of August 3, 2008;"

3. Section 2.A. of the Assignment as amended by the First Mortgage Amendment, which presently reads:

"A. The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by that certain Amended and Restated Promissory Note (hereinafter, the "**Note**") dated May 14, 2007, including any extensions, renewals, replacements, modifications and amendments thereof, in the original principal amount of ELEVEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$11,900,000.00) given by Assignor to the order of the Lender with a maturity date of August 3, 2007;"

is hereby revised to read:

"A. The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by that certain Amended and Restated Promissory Note (hereinafter, the "**Note**") dated May 14, 2007, as amended pursuant to First Amendment to Amended and Restated Promissory Note dated as of February 3, 2008, including any further extensions, renewals, replacements, modifications and amendments thereof, in the original principal amount of ELEVEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$11,900,000.00) given by Assignor to the order of the Lender having a maturity of August 3, 2008;"

4. Except as specifically provided in this Second Amendment, all terms and conditions of the Mortgage and the Assignment as previously amended by the First Mortgage Amendment shall remain in full force and effect, and nothing contained herein or in any agreement or instrument executed and delivered in connection herewith shall in any way affect or impair or release the continued perfection and priority of the mortgage lien and security interest granted to Lender under the Mortgage and the Assignment.

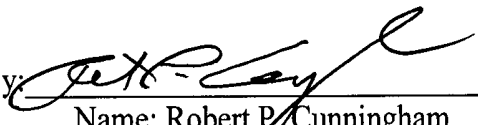
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IN WITNESS WHEREOF, this Second Amendment has been executed as a sealed instrument as of the 3rd day of February, 2008.

MORTGAGOR:

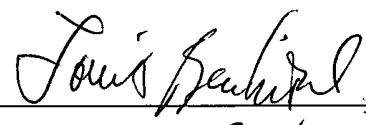
BERKSHIRE-WEST 87TH STREET, LLC

By: Berkshire Development, LLC, Its
Manager

By: 
Name: Robert P. Cunningham
Title: Executive Vice President

LENDER:

WACHOVIA FINANCIAL SERVICES,
INC.

By: 
Print Name: Louis Ricchini
Title: Vice President


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Commonwealth of Massachusetts

Hampden, ss.

On this 13th day of February, 2008, before me, the undersigned notary public, personally appeared Robert P. Cunningham as Executive Vice President of Berkshire Development LLC, the manager of BERKSHIRE-WEST 87TH STREET, LLC, a Massachusetts limited liability company (the Assignor described above), proved to me through satisfactory evidence of identification, which were MA driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as manager of BERKSHIRE-WEST 87TH STREET, LLC.



(official signature and seal of notary)

My commission expires: _____

LORETTA J. STOBER, Notary Public
Commonwealth of Massachusetts
My Commission Expires Dec. 18, 2009

Cook County Clerk's Office

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STATE OF NEW JERSEY)
) SS.
COUNTY OF Union)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Louis Ricchini, the Vice President, of Wachovia Financial Services, Inc., a corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of February, 2008.

Joanne Mangarelli
Notary Public

My Commission Expires:

1009516.2

JOANNE MANGARELLI
Notary Public of New Jersey
My Commission Expires March 31, 2008

Property of Cook County Clerk's Office

UNOFFICIAL COPYSTREET ADDRESS: *161-163, 167, 201, 205, 235 West 87th Street*

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 25-04-200-003-0000

25-04-200-008/09/10/15 25-04-200-016/23

LEGAL DESCRIPTION:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: SILVER DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND BERKSHIRE-WEST 87TH STREET, LLC, A MASSACHUSETTS LIMITED LIABILITY COMPANY AS LESSEE, DATED MAY 20, 2005, A NOTICE OF WHICH LEASE WAS RECORDED ~ AS DOCUMENT ~, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING AUGUST 20, 2006 AND ENDING AUGUST 20, 2031.

PARCEL 1:

A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 87TH STREET SAID POINT BEING 100 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 4 AND 305 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION AND RUNNING THENCE EAST ALONG SAID SOUTH LINE OF WEST 87TH STREET, A DISTANCE OF 50 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 255 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 357.68 FEET TO A POINT 457.68 FEET SOUTH OF SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4; THENCE NORTHWESTERLY ON A STRAIGHT LINE A DISTANCE OF 61.57 FEET TO A POINT 421.21 FEET SOUTH OF THE SAID NORTH LINE OF THE NORTHEAST 1/4 AND 305 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF THE NORTHEAST 1/4 OF SECTION 4; THENCE NORTH PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE A DISTANCE OF 321.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

AN IRREGULAR PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF WEST 87TH STREET WITH A LINE 5 FEET WEST OF AND PARALLEL TO NORTH AND SOUTH CENTER LINE OF SAID NORTHEAST 1/4 WHICH POINT OF INTERSECTION IS 69.66 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4, THENCE SOUTHERLY ON SAID LOT 5 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 570.27 FEET, THENCE NORTHWESTERLY ON A STRAIGHT LINE 307.91 FEET MORE OR LESS TO A POINT WHICH IS 255 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE MEASURED AT RIGHT ANGLES THERETO AND 457.68 FEET SOUTH OF NORTH LINE OF SAID NORTHEAST 1/4, THENCE NORTHERLY FROM LAST DESCRIBED POINT ON A LINE WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 357.68 FEET TO THE POINT OF INTERSECTION OF SOUTHERLY LINE OF WEST 87TH STREET WITH THE LAST DESCRIBED COURSE; THENCE EASTERLY ON THE SOUTHERLY LINE OF WEST 87TH STREET, A DISTANCE OF 1.79 FEET TO A POINT; THENCE CONTINUING NORTHEASTERLY FROM THE LAST DESCRIBED POINT ON A CURVED LINE CONVEX TO THE SOUTH EAST HAVING A RADIUS OF 1033 FEET A DISTANCE OF 251 FEET MORE OR LESS TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

AN IRREGULAR PLOT OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:

COMMENCING AT A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF WEST 87TH STREET WITH A LINE 305 FEET WEST OF AND PARALLEL TO NORTH AND SOUTH CENTER LINE OF SAID NORTHEAST 1/4 WHICH POINT OF INTERSECTION IS 100 FEET SOUTH OF NORTH LINE OF SAID NORTHEAST 1/4, THENCE SOUTHERLY ON SAID LINE 305 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 321.21 FEET THENCE NORTH WESTERLY ON A STRAIGHT LINE, 197.08 FEET MORE OR LESS TO A POINT 465 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE MEASURED AT RIGHT ANGLES THERETO AND 304.51 FEET SOUTH OF NORTH LINE OF SAID NORTHEAST 1/4, THENCE NORTHERLY FROM LAST DESCRIBED POINT ON A LINE 465 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 204.51 FEET TO POINT OF

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INTERSECTION OF SOUTHERLY LINE OF WEST 87TH STREET WITH LAST DESCRIBED COURSE, THENCE EASTERLY ON SOUTHERLY LINE OF WEST 87TH STREET, A DISTANCE OF 160.01 FEET MORE OR LESS TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 4:

BEGINNING AT A POINT ON THE SOUTH LINE OF 87TH STREET AS RELOCATED; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 25 FEET MORE OR LESS TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE TO A POINT 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4; THENCE EAST 170.96 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 69 DEGREES 12 MINUTES 35 SECONDS TO THE POINT OF BEGINNING.

ALSO A STRIP OF LAND BEING THE EASTERLY 5 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, LYING BETWEEN THE SOUTH LINE OF 87TH STREET AND A LINE 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 87TH STREET AS RELOCATED (AS DESCRIBED IN THE PLAT OF DEDICATION RECORDED MARCH 1, 1929 AS DOCUMENT 10297189) WITH A LINE DRAWN BETWEEN THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4 AND A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4 WHICH IS 806.35 FEET WEST OF THE EAST LINE OF SAID SECTION 4; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF 87TH STREET 25 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE SOUTH ALONG SAID WEST LINE TO A POINT 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4; THENCE EAST 170.96 FEET, MORE OR LESS, TO A POINT ON SAID LINE DRAWN BETWEEN THE NW CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4 AND A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4 WHICH IS 806.35 FEET WEST OF THE EAST LINE OF SAID SECTION 4; THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED LINE A DISTANCE OF 403.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

ALSO

THAT PART OF THE EASTERLY 5 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4 LYING BETWEEN THE SOUTHERLY LINE OF 87TH STREET AS RELOCATED (SAID SOUTHERLY LINE BEING THE NORTHERLY LINE OF THE PROPERTY CONVEYED BY THE DEED RECORDED MARCH 1, 1929 AS DOCUMENT 10297191) AND A LINE 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4 IN COOK COUNTY, ILLINOIS.

PARCEL 5:

TRACT A

AN IRREGULAR PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT 436.70 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 AND 5 FEET WEST OF THE NORTH AND SOUTH CENTERLINE OF SAID NORTHEAST 1/4; THENCE EASTERLY AT RIGHT ANGLES TO SAID NORTH AND SOUTH CENTERLINE A DISTANCE OF 175.96 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BELT RAILWAY COMPANY OF CHICAGO; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 374.83 FEET; THENCE SOUTHERLY 79.05 FEET ON A LINE WHICH IS 307.60 FEET EAST OF AND PARALLEL WITH SAID NORTH AND SOUTH CENTERLINE; THENCE NORTHWESTERLY 385.02 FEET TO A POINT WHICH IS 5 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 640.03 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTHERLY 203.33 FEET TO THE POINT OF BEGINNING; AND

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AN IRREGULAR PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF TRACT A; THENCE SOUTHERLY ON AN EXTENSION SOUTH OF EASTERLY LINE OF TRACT A, 58.2 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 129 DEGREES 01 MINUTES 47 SECONDS WITH LAST DESCRIBED COURSE AS MEASURED FROM NORTH TO SOUTHWEST A DISTANCE OF 50.4 FEET; THENCE NORTHWEST AT RIGHT ANGLES 166.2 FEET TO INTERSECTION WITH A LINE WHICH MAKES A RIGHT ANGLE WITH THE SOUTHWESTERLY LINE OF TRACT A FROM A POINT 147.45 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER OF SAID TRACT A, WHICH POINT IS 44.52 FEET SOUTHWESTERLY FROM THE SOUTHWEST LINE OF SAID TRACT A AS MEASURED ALONG SAID RIGHT ANGLE LINE; THENCE SOUTHWESTERLY ON EXTENSION OF SAID RIGHT ANGLE LINE 16 FEET; THENCE NORTHWESTERLY 102.45 TO A POINT WHICH IS 44.2 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, A POINT ON THE SOUTHWESTERLY LINE OF TRACT A WHICH IS 137.57 FEET SOUTHEASTERLY FROM THE SOUTHWEST CORNER OF TRACT A; THENCE NORTHWESTERLY TO THE SOUTHWEST CORNER OF TRACT A; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.

PARCEL 6:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 5 AS SET FORTH AND DEFINED IN QUIT CLAIM DEED AND GRANT OF EASEMENT DATED MAY 8, 1974 AND RECORDED MAY 10, 1974 AS DOCUMENT 22713871.