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1998-12-16 07:56:57
Cook County Recorder 29.00



08140613

Prepared by and after recording mail to:

Steven C. Roper
Lord, Bissell & Brook
115 S. LaSalle Street
Chicago, IL 60603

- P.I.N. 17-17-208-001-0000
- 17-17-208-002-0000
- 17-17-208-005-0000
- 17-17-208-006-0000
- 17-17-208-007-0000
- 17-17-208-009-0000
- 17-17-208-010-0000
- 17-17-208-016-0000
- 17-17-208-017-0000
- 17-17-208-018-0000

Common Address: 21 South Peoria, Chicago, IL

MEMORANDUM OF MODIFICATION TO MORTGAGE

This Memorandum of Modification to Mortgage ("Memorandum") is entered into as of August 14, 1998, by and among H2O Plus, L.P., a Delaware limited partnership (whose sole general partner is H2O Plus, Inc., a Delaware corporation)(H2O Plus, L.P., herein, together with its successors and assigns, called the "Company") and American National Bank and Trust Company of Chicago, a national banking association (herein, together with its successors and assigns, called the "Bank").

WITNESSETH:

WHEREAS, the Company executed and delivered that certain Construction Mortgage, Assignment of Leases and Security Agreement (the "Mortgage") encumbering the Mortgaged Property (as defined therein), including without limitation the real estate legally described on Exhibit A attached hereto, which Mortgage was recorded on December 27, 1993, with the Recorder of Deeds of Cook County ("Recorder") as Document No. 03063992;

WHEREAS, the Company executed and delivered that certain Assignment of Leases, Rents and Profits (the "Assignment of Leases") which Assignment of Leases was recorded on December 27, 1993, with the Recorder as Document No. 03063993;

BOX 333-CTI

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WHEREAS, the Company executed and delivered that certain Memorandum of Extension to Mortgage (the "Extension") providing for the extension of the maturity date of the indebtedness secured by the Mortgage, which Extension was recorded on _____, 1995, with the Recorder as Document No. 08 140613;

WHEREAS, the Company and Bank have entered into that certain Ninth Amendment to Restated Credit Agreement (the "Amendment") dated as of an even date herewith which, among other things, provides that the Company shall execute and deliver a replacement Property Note (as defined in the Amendment) which increases the principal amount of, and amends, restates, extends and replaces, the Note referred to in the Mortgage and the Assignment of Rents;

WHEREAS, the Company and Bank desire to enter into and record this Memorandum to provide notice to third parties of the aforesaid modifications;

NOW THEREFORE, in consideration of the premises, covenants and agreements set forth herein, and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals contained in the preamble hereof are hereby incorporated and made a part of this Memorandum as if fully set forth herein, and this Memorandum shall be construed in light of such recitals.

2. Notice. The Mortgage and the Assignment of Leases have been extended and modified pursuant to the terms and conditions of the Amendment to (i) increase the principal amount of the Note secured thereby to Four Million Eight Hundred Thousand Dollars (\$4,800,000), and (ii) to extend the maturity date of such Note to April 30, 2003.

3. Summary; Conflict. This Memorandum is not a complete summary of the Amendment or of all of the revisions to the Mortgage. The provisions of this Memorandum shall not be used in interpreting the Amendment. In the event of a conflict between this Memorandum and the Amendment, the terms of the Amendment shall control.

4. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the date first set forth above.

H2O PLUS, L.P.

By: H2O Plus, Inc.,
its sole general partner

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Attest

By: ~~_____~~

By: Janet L. Meel

Its: ~~_____~~

Its: Janet L. Meel

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

Attest

By: Mark Means

By: Steven E. Ward

Its: Assistant Vice President

Its: VICE PRESIDENT

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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

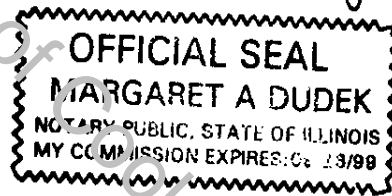
I, Margaret A. Dudek, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY that John J. Muth, the Chairman of H2O Plus, Inc., a Delaware corporation ("Corporation"), which Corporation is the sole general partner of H2O Plus, L.P., a Delaware limited partnership, and _____, the _____ of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me in person and acknowledged that they signed and delivered the said instrument, pursuant to the authority given by said Corporation as such officers' free and voluntary act and as a free and voluntary act and deed of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of October, 1998.

Margaret A. Dudek
Notary Public

My Commission Expires:

9-26-99



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

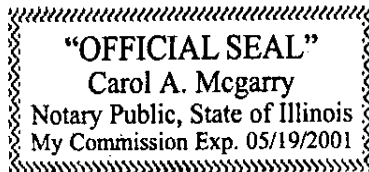
I, Carol A. McGarry, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY that Matthew D. Means, the Asst. Vice President of American National Bank and Trust Company of Chicago, a national banking association, ("Bank"), and Steven E. Ward, the Vice President of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me in person and acknowledged that they signed and delivered the said instrument, pursuant to the authority given by said Bank as such officers' free and voluntary act and as a free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16th day of October, 1998.

Carol A. McGarry
Notary Public

My Commission Expires:

May 19, 2001



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EXHIBIT A

LOTS 3 TO 16, ALL INCLUSIVE, IN BLOCK 2 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office