



Doc#: 0815022045 Fee: \$66.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/29/2008 12:04 PM Pg: 1 of 4

AMENDMENT TO MORTGAGE

This Amendment to Mortgage (this "Amendment") is dated as of Jan. 11, 2008, 2008 and is by and between **WASHINGTON FRANKLIN, LLC**, an Illinois limited liability company ("Mortgagor") and **NATIONAL CITY BANK**, successor by merger to National City Bank of the Midwest ("Mortgagee").

P.O. Box 2977
Pittsburgh, PA 15230-9971



PRELIMINARY STATEMENTS

A. As security for the obligations to Mortgagee, Mortgagor executed and delivered a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Mortgage") on the Premises described on Exhibit A thereto in the principal amount of \$8,480,000.00 which was dated as of October 27, 2004 and which was recorded on November 5, 2004 as Instrument No. 0431002364 in the Cook County, Illinois Real Estate Records.

B. Mortgagor and Mortgagee deem it advisable to amend, modify and supplement the Mortgage in the manner hereinafter set forth in order to secure any derivative transactions between Mortgagor and Mortgagee.

AGREEMENT

For valuable consideration granted each to the other, the sufficiency of which is deemed adequate and at all times intending to be legally bound, Mortgagor acknowledges the preliminary statements and supplements the definition of "Indebtedness" set forth on page 3 of the Mortgage as follows:

"In addition, "Indebtedness" as defined hereunder shall include any and all obligations and liabilities of Mortgagor to Mortgagee, or any affiliate of Mortgagee, whether absolute or contingent, whether now existing or hereafter created, arising evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) under (i) any agreement, device or arrangement designed to protect Mortgagor from fluctuations of interest rates, exchange rates or forward rates, including, but not limited to, dollar-denominated or cross-currency exchange agreements, forward currency exchange agreements, interest rate caps, collars or floors, forward rate currency or interest rate options, puts, warrants, swaps, swaptions, U.S. Treasury locks and U.S. Treasury options, (ii) any other interest rate hedging transactions, such as, but not limited to, managing Mortgagor's interest rate risk associated with any pending or potential capital market transactions such as fixed rate bond issues and (iii) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing."

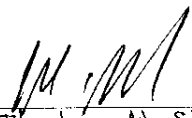
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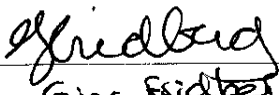
Except as to those amendments contained herein, Mortgagor ratifies and confirms all of the terms, covenants, conditions and obligations contained within the Mortgage and related writings as though fully rewritten herein.

IN WITNESS, this Amendment is executed by Mortgagor on the date hereinabove first written.

WASHINGTON FRANKLIN, LLC

By: 
Name: Ibrahim M. Shihadeh
Title: Manager

NATIONAL CITY BANK

By: 
Name: Gina Fridberg
Title: Vice President

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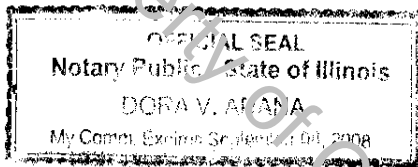
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STATE OF Illinois)
)
COUNTY OF Cook) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Ibrahim S. Nkomo, as Manager/Member of the above-named company, who acknowledged that did sign the foregoing instrument for and on behalf of the company, and that the same is the free act and deed of the company and the free act and deed of personally and as such .

IN TESTIMONY, I set my hand and official seal, this day of , 2008.

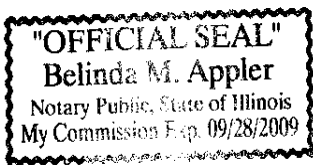


[Signature]
Notary Public

STATE OF Illinois)
)
COUNTY OF Cook) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Gina Frickberg, as Vice President of the above-named company, who acknowledged that she did sign the foregoing instrument for and on behalf of the company, and that the same is the free act and deed of the company and the free act and deed of her personally and as such Vice President.

IN TESTIMONY, I set my hand and official seal, this 20th day of March, 2008.



[Signature]
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

LOTS 1, 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOT 1 AND THE EAST 1/4 OF LOT 2 IN BLOCK 53 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 309 West Washington Street, Chicago, Illinois 60606

Property Index Number: 17-09-453-011-0000

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