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Cook County Recorder of Deeds
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Permanent Tax Index Number:

14-19-216-022-0000
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Property Address:

3842-3848 N. Ashland Avenue
Chicago, Illinois

SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

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THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "Modification") is made and entered into on November 8, 2008, between 3842 ASHLAND LLC, an Illinois limited liability company ("Mortgagor" and "Assignor"), to and for the benefit of INLAND BANK AND TRUST, having a place of business at 2225 South Wolf Road, Hillside, Illinois 60162 ("Mortgagee" and "Assignee").

WHEREAS, Mortgagor and Mortgagee entered into that certain the Mortgage, Assignment of Rents and Security Agreement dated as of May 8, 2006, and recorded in the Offices of the Cook County Recorder of Deeds as Document No. 0613104130 on May 11, 2006, encumbering the real estate located 3842-3848 N. Ashland Avenue, Chicago, Illinois, and as amended by that certain First Amendment to Mortgage, Assignment of Rents and Security Agreement dated as of May 8, 2008, and recorded as Document No. 0820333000 on July 21, 2008 (the "Mortgage"), and more particularly described in Exhibit A attached hereto and made a part hereof and all of its estate, right, title and interest therein situated and the parties now desire to amend the Mortgage pursuant to this Modification.

WHEREAS, Assignor and Assignee entered into that certain Assignment of Rents and Leases dated as of May 8, 2006, and recorded in the Offices of the Cook County Recorder of Deeds as Document No. 0613104131 on May 11, 2006 (the "Assignment of Rents").

WHEREAS, Mortgagor and Mortgagee entered into that certain Construction Loan Agreement dated as of May 8, 2006, as amended by that certain First Loan Modification

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Agreement dated as of May 8, 2008, and that certain Second Loan Modification Agreement dated as of even date herewith (the "Loan Agreement").

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Modification, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Mortgage. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Mortgage, and the Mortgage to the extent not inconsistent with this Modification is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Mortgage are inconsistent with the amendments set forth in Paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendments of the Mortgage. Mortgagor hereby acknowledges and agrees that all indebtedness and obligations arising as a result of the financial accommodations provided to Mortgagor and its affiliates by Mortgagee, including, but not limited to, that certain Term Note originally dated as of May 8, 2006, made by Mortgagor in favor of Mortgagee in the principal amount of \$5,894,266 (the "Term Note"), as may be amended, modified or substituted from time to time, including by that certain First Loan Modification Agreement dated as of May 8, 2008 (the "First Amendment"), and the Second Loan Modification Agreement dated as of even date herewith (the "Second Amendment"), pursuant to which the Construction Loan Maturity Date of the Term Note was extended to May 8, 2009. All references to the "Loan Agreement" shall mean that certain Construction Loan Agreement dated as of May 8, 2006, as amended by that certain First Amendment and Second Amendment, each made by and between Mortgagor and Mortgagee.

3. Representations and Warranties. The representations, warranties and covenants set forth in the Mortgage shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Mortgage in such representations, warranties and covenants shall be deemed to include this Modification.

4. Effectuation. The amendments to the Mortgage contemplated by this Modification shall be deemed effective immediately upon the full execution of this Modification and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Modification.

[Signature page follows]

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3842 ASHLAND LLC

MANAGER'S CERTIFICATE

The undersigned, being the duly authorized manager of 3842 ASHLAND LLC, an Illinois limited liability company (the "Company"), hereby certifies to INLAND BANK AND TRUST (the "Lender"), on behalf of the Company as follows for purposes of satisfying the conditions precedent to closing in the Construction Loan Agreement dated as of May 8, 2006, as amended by that certain First Loan Modification Agreement dated as of May 8, 2008, and that certain Second Loan Modification Agreement dated as of even date herewith, between the Company and the Lender (the "Loan Agreement"). Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Loan Agreement:

- (a) Attached hereto as Exhibit "A" is a true and correct copy of certain resolutions duly adopted by the members and managers of Company (the "Resolutions");
- (b) The Resolutions have been entered in the minute book of the Company, have not been amended, altered or repealed, and remain in full force and effect on the date hereof; and
- (c) As of the date of this Certificate, Company remains in good standing in the State of Illinois, and the Company's Articles of Organization and Operating Agreement previously delivered to you, have not been revised, amended or changed, and that they remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of November 8, 2008.

By: 
 Name: RON D. ABRAMS
 Its: Managing Member

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EXHIBIT A

RESOLUTIONS

WHEREAS, this Company may, from time to time, be indebted to INLAND BANK AND TRUST ("Lender") by virtue of loans, advances and other financial accommodations made or to be made to this Company by Lender.

WHEREAS, Company has requested Lender to make certain changes with respect to Lender's financing of Company and its affiliates.

NOW, THEREFORE, BE IT RESOLVED, that any manager of this Company be and each of them, acting alone, is hereby authorized to execute and deliver, in the name and on behalf of this Company, that certain Second Loan Modification Agreement dated as of November 8, 2008, by and between this Company and Lender (the "Amendment") and any other documents required or contemplated under any of such documents (collectively, the "Documents") (the form of which Documents have been presented to the undersigned) with such changes therein as such manager in executing the same shall approve; the execution thereof by such manager to be conclusive evidence of the approval thereof by such managers and members of Company.

FURTHER RESOLVED, that each and every manager of Company, be and each of them, acting alone, is hereby authorized to borrow, mortgage, pledge, transfer, assign or create a security interest in favor of Lender in any and all of the assets of the Company (to the extent such assets constitute Collateral (as such term is defined in the Loan Agreement as defined in the Amendment) including, without limitation, notes, bonds, stocks, drafts, intellectual property, certificates, financing statements, instruments, assignments, notices and documents as may be required or as such manager may deem necessary, advisable or proper in order to carry out and perform the obligations of Company under the Documents; all such actions to be performed in such manner, and all such certificates, financing statements, instruments, notices and documents to be executed and delivered in such form, as the manager performing or executing the same shall approve, the performance or execution thereof by such manager to be conclusive evidence of the approval thereof by such manager and the members.

FURTHER RESOLVED, that any manager of Company is hereby directed to file with the official records of Company the Second Loan Modification Agreement dated as of November 8, 2008.

FURTHER RESOLVED, that the manager of Company is, and each of them, acting alone is, hereby authorized to certify and deliver to Lender a true copy of the foregoing resolutions.