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RECORDATION REQUESTED BY:

CIB Bank
333 North Quadrangle Drive
Bolingbrook, IL 60440

09069457

9010/0017 04 001 Page 1 of 3
1999-11-15 08:44:09
Cook County Recorder 25.00

WHEN RECORDED MAIL TO:

CIB Bank
333 North Quadrangle Drive
Bolingbrook, IL 60440



09069457

FOR RECORDER'S USE ONLY

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This Modification of Mortgage prepared by: CIB Bank
900 E. Higgins Road
Elk Grove Village, IL 60007

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 18, 1999, BETWEEN One North LLC, an Illinois Limited Liability Company, (referred to below as "Grantor"), whose address is 1777 N. Clybourn Avenue, Chicago, IL 60614; and CIB Bank (referred to below as "Lender"), whose address is 333 North Quadrangle Drive, Bolingbrook, IL 60440.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 21, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded on April 27, 1998 with the Cook County Recorders Office as Document No. 98337008

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

PARCEL 1:

LOTS 9 TO 20 IN BLOCK 69 IN THE CANAL TRUSTEES SUBDIVISION OF BLOCKS AND LOS IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2

ALL OF THE VACATED WEST WARREN AVENUE BEING SOUTH OF AND ADJOINING LOT 9 TO 14 AND LYING NORTH OF AND ADJOINING LOTS 15 TO 20 ALL OF BLOCK 69 IN THE CANAL TRUSTEES SUBDIVISION OF BLOCKS AND LOTS IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as One North Halsted, Chicago, IL 60614. The Real Property tax identification number is 17-09-336-001-0000, 17-09-336-007-0000, 17-09-337-001-0000, 17-09-337-002-0000, 17-09-337-003-0000, 17-09-337-004-0000, 17-09-337-005-0000 and 17-09-337-016-0000.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

UNDER (v) NOTE, ADD THE FOLLOWING NOTE: The Promissory Note dated October 18, 1999 in the principal amount of SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00) All other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future

BOX 333-011

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E. Tiernan 01 181

Property of Cook County Clerk's Office

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Property of Cook County Clerk

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LENDER:
CIB Bank
By: Authorized Officer

[Handwritten Signature]

X Meritish Corporation, Member, By: William C. Moran, President

X Dearborn Development Corp, Member, By: Howard J. Weiner, President

GRANTOR:
One North LLC

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook) ss

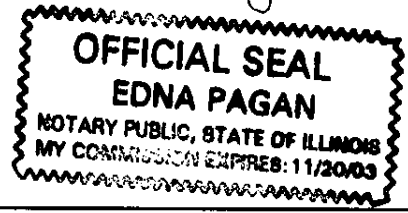
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On this 2nd day of November, 19 99, before me, the undersigned Notary Public, personally appeared **Dearborn Development Corp., Member, By: Howard J. Weiner, President; and Meritrich Corporation, Member, By: William C. Moran, President**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Edna Pagan Residing at 5254 W. Altgeld

Notary Public in and for the State of Illinois

My commission expires 11/20/03



LENDER ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Ward) ss

On this 18th day of October, 19 99, before me, the undersigned Notary Public, personally appeared Joseph C. Ross and known to me to be the Senior Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Kari L. Searl Residing at 233 Quadriga Dr. Bolingbrook, IL 60440

Notary Public in and for the State of Illinois

My commission expires 09.23.2002

