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This instrument was prepared by,  
and after recording return to:

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23<sup>rd</sup> Floor  
Chicago, Illinois 60606  
(312) 782-5050

Street Address:

5440 North River Road  
Rosemont, Illinois 60018



Doc#: 0917745060 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/26/2009 12:41 PM Pg: 1 of 7

ABOVE SPACE FOR RECORDER'S USE ONLY

P.I.N.: 12-10-100-046-0000  
12-10-100-078-0000  
12-10-100-081-0000  
12-10-100-095-0000  
12-10-100-096-0000  
12-10-100-097-0000  
12-10-100-100-0000  
12-10-100-120-8001  
12-10-100-120-8002

## THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS-FIXTURE FILING

THIS THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS-FIXTURE FILING made this 15th day of June, 2009, but effective for all purposes May 26, 2009 ("EffectiveDate") (the "Third Amendment") by **WM O'HARE HOTEL, L.L.C.**, a Delaware limited liability company, its affiliates, successors and assigns (the "Mortgagor") whose address is 5005 W. Touhy Avenue, Suite 200, Skokie, Illinois 60077, in favor of **MIDWEST BANK AND TRUST COMPANY**, an Illinois banking corporation (hereinafter, together with its successors and assigns, including each and every from time to time holder of the Mortgage Note (defined below) hereinafter referred to as the "Mortgagee"), whose address is 501 West North Avenue, Melrose Park, Illinois 60160.

**WHEREAS**, Mortgagor and Mortgagee are parties to a Mortgage dated as of December 27, 2007, and recorded on December 28, 2007 as Document No. 0736560053 with the Cook County Recorder (the "Original Mortgage"), with respect to the real estate described on Exhibit A hereto (the "Property") as amended by that certain First Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents-Fixture Filing dated December 26, 2008 and recorded on December 24, 2008 as Document No. 0835916032 (the "First Amendment") as amended by that certain Second Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents-Fixture Filing dated March 26, 2009 and recorded on April 10, 2009 as Document No. 0910040092, as amended by this Third Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents-Fixture Filing dated June 15, 2009 (the "Third Amendment") (the Original Mortgage, the First Amendment, the Second Amendment and the

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Third Amendment are hereinafter collectively referred to as the "Mortgage") securing, among other things, the indebtedness of Mortgagor, to Mortgagee as evidenced by that certain Mortgage Note dated December 27, 2007 (the, "Original Note"), as amended by that certain First Mortgage Note Modification Agreement dated December 26, 2008 (the, "First Note Modification Agreement") as amended by that certain Second Mortgage Note Modification Agreement dated March 26, 2009, ("Second Note Modification Agreement") as amended by that certain Third Mortgage Note Modification Agreement dated June 15, 2009 (the, "Third Note Modification Agreement") (the Original Note, the First Note Modification Agreement, the Second Note Modification Agreement and the Third Note Modification Agreement are hereinafter collectively referred to as the "Mortgage Note"); and

**WHEREAS**, the Mortgagor requested and the Mortgagee agreed pursuant to the terms of the Third Note Modification Agreement to extend the maturity date of the Mortgage Note to July 26, 2009; and

**WHEREAS**, the Mortgagor has again requested and the Mortgagee has again agreed pursuant to the terms of the Third Note Modification Agreement to extend the maturity date of the Mortgage Note to July 26, 2009.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation and Definitions. The foregoing recitals and all Exhibits hereto are hereby made a part of this Third Amendment and incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them, respectively, in the Mortgage Note and the Mortgage.
2. Mortgage Note. The maturity date under the Mortgage Note is hereby extended to July 26, 2009. Mortgagor confirms and agrees that the Mortgage is and shall continue to be security for any and all indebtedness of Mortgagor to Mortgagee including but not limited to any and all amounts due under the Mortgage Note, as it may be amended, extended, restated or modified from time to time.
3. Additional Covenants of Mortgagor. Mortgagor shall reimburse Mortgagee for all costs incident to recording this Third Amendment with the Recorder's Office of Cook County, Illinois.
4. Reaffirmation of Mortgage. All of the terms, conditions, agreements and provisions set forth in the Mortgage, as heretofore, hereby and hereafter amended, modified and supplemented, shall be and they hereby are reaffirmed, ratified and confirmed in their entirety and incorporated herein by reference as if fully set forth herein and Mortgagor confirms and agrees that this Mortgage is and shall remain a first and prior lien on the Property and secure all indebtedness due Mortgagee under the terms of the Mortgage Note. All references in the Third Amendment to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended by the First Amendment, the Second Amendment and this Third Amendment. This Third Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois. This Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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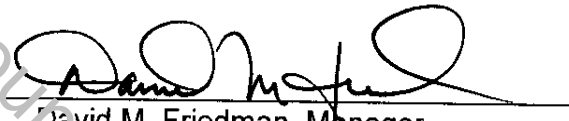
5. Representations and Warranties. To induce Mortgagee to enter into this Amendment, Mortgagor represents and warrants that, as of the date of this Third Amendment, no Event of Default or event or condition which, with notice or the passage of time or both, would constitute an Event of Default, has occurred and is continuing under the Mortgage, and Mortgagor affirms the representations and warranties contained in the Mortgage shall be true and correct as of the date of this Third Amendment, except that they shall be deemed also to refer to this Third Amendment.

6. Miscellaneous. The title of this Third Amendment and the headings of the various paragraphs of this Third Amendment have been inserted only for the purposes of convenience and are not part of this Third Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Third Amendment. This Third Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Mortgagor, by its manager thereunto duly authorized, have executed and delivered this Third Amendment as of the date and year first above written.

**WM O'HARE HOTEL, L.L.C.**, a Delaware  
limited liability company

By: Clark Monroe Capital LLC  
an Illinois limited liability company

By:   
David M. Friedman, Manager

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STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the above-named David M. Friedman, as Manager of Clark Monroe Capital LLC is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 15th day of June, 2008.

*Linda A. Nagle*  
NOTARY PUBLIC

Commission expires *Aug 24, 2010*



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EXHIBIT A

j

~~Property of Cook County Clerk's Office~~

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## Exhibit A

### Parcel 1:

That part of Lot 5 lying Easterly of a line drawn from a point on the Northerly line of said Lot, 9.72 feet Westerly of the Northeast corner thereof, (said Northerly line being a curve concave Northerly and having a radius of 65.00 feet) to a point on the Easterly line of said Lot, 78.00 feet Southwesterly of said Northeast corner thereof; and

Lot 6 (except that part of Lot 6 lying Westerly of a line drawn from a point on the Southerly line of said Lot, 9.05 feet Easterly of the Southwest corner thereof to a point on the Westerly line of said lot, 78.00 feet Southwesterly of the Northwest corner thereof);

And

Lots 7 through 9 inclusive and the west 24.00 feet of Lot 10 in Rosemont-William Street Addition, being a subdivision of part of Lot 2 in Henry Hachmeister's Division in the Northwest 1/4 of Section 10, Township 40 North Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 20, 1967 as document 20360786, in Cook County, Illinois.

### Parcel 2:

All of Lot 2 (except that part of said lot lying Northerly of a line beginning on the West line of said lot, 54.07 feet Southerly, as measured along said West line, of the Northwest corner of Thereof to a point on the Easterly line of said Lot, 0.07 feet, as measured along said Easterly line, being a curve concave Northeasterly and having a radius of 65.00 feet, Southerly on the Northeast corner thereof; said line also being the Southerly face of the Southerly East/West column line of Phase 2 parking garage);

All of Lot 3, all of Lot 4 (except the Southerly 4.77 feet thereof) and all of Lot 5 (except the Southerly 4.77 feet thereof and also except that part of said Lot 5 lying Easterly of a line drawn from a point on the Northerly line of said Lot 5, 9.72 feet Westerly of the Northeast corner thereof, said Northerly line being a curve concave Northerly, and having a radius of 65.00 feet to a point on the Easterly line of said Lot, 78.00 feet Southwesterly of said Northeast corner thereof),

Also that part of Lot 6 lying Westerly of a line drawn from a point in the Southerly line of said lot, 9.05 feet Easterly of the Southwest corner thereof to a point on the Westerly line of said lot, 78.00 feet Southwesterly of the

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Northwest corner thereof, in Rosemont-William Street Addition, being a subdivision of part of Lot 2, in Henry Hachmeister's Division in the Northwest 1/4 of Section 10, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 20, 1967 as document 20360786, in Cook County, Illinois.

**Parcel 3:**

That part of Lot 3 in Section 10 lying West of the West line of the Des Plaines River Road (except therefrom the South 212.30 feet as measured on the West line of the Northwest 1/4 of said Section 10) in Henry Hachmeister's Division of part of Section 9 and Section 10, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded April 6, 1908 as document 4183101 in Book 97 of plats page 45 in Cook County, Illinois

Excepting therefrom the following described parcel: Said parcel described as beginning at the Southeasterly corner of said part of Lot 3; thence South 90 degrees 00 minutes 00 seconds West (assumed) 13.91 feet (along the Southerly line of said part of Lot 3); thence North 32 degrees 34 minutes 47 seconds East 29.35 feet; thence North 11 degrees 50 minutes 56 seconds East 125.33 feet to said West line; thence South 10 degrees 37 minutes 00 seconds West, 149.96 feet along said West line to said point of beginning, in Cook County, Illinois.

Cook County Clerk's Office