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Prepared by and to be Returned to:

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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/24/2011 08:30 AM Pg: 1 of 11

Alvin L. Kruse
Amy L. Kurland
Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603

Permanent Tax Index Numbers and Address:

See Exhibit A

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SIXTH MODIFICATION AGREEMENT

THIS SIXTH MODIFICATION AGREEMENT dated as of April 21, 2011 (this "**Agreement**"), is entered into by and among AMALGAMATED PROPERTIES, LLC, an Illinois limited liability company, and MIDWAY HOLDINGS, L.L.C., an Illinois limited liability company (the "**Borrowers**"), STEVEN A. SCHULTZ (the "**Guarantor**") (the Borrowers and the Guarantor being sometimes referred to herein collectively as the "**Borrower/Guarantor Parties**"), and BANK OF AMERICA, N.A., a national banking association (the "**Lender**"), Successor by Merger to LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("**LaSalle**").

RECITALS

A. The following documents (collectively, the "**Documents**") were heretofore entered into by the parties indicated below:

(i) Amended and Restated Consolidated Promissory Note dated May 1, 2010 2005 (the "**Amended Consolidated Note**"), from the Borrowers and others to the Lender in the original principal amount of \$9,380,000.

(ii) Consolidated and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 8, 2005 (the "**Consolidated Mortgage**"), which as amended by the Previous Modifications referred to below is from the Borrowers to and for the benefit of LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 24, 2005, as Document No. 0523641120.

(iii) Consolidated and Restated Assignment of Rents and Leases dated as of August 8, 2005, which as amended by the Previous Modifications referred to below is from the Borrowers to and for the benefit of LaSalle, recorded in the Office of the

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Recorder of Deeds of Cook County, Illinois, on August 24, 2005, as Document No. 0523641121.

(iv) Security Agreement dated as of August 8, 2005, which as amended by the Previous Modifications referred to below is by the Borrowers for the benefit of LaSalle.

(v) Restated Environmental Indemnity Agreement dated as of August 8, 2005, which as amended by the Previous Modifications referred to below is by the Borrower/Guarantor Parties to and for the benefit of LaSalle.

(vi) Consolidated and Restated Guaranty of Payment dated as of August 8, 2005, from the Guarantor to and for the benefit of LaSalle.

(vii) Restated Certificate of Representations, Warranties and Covenants dated as of August 8, 2005, which as amended by the Previous Modifications referred to below is by the Borrower/Guarantor Parties to LaSalle.

B. The Documents were previously modified and amended by the following documents (collectively, the "**Previous Modifications**"): (i) Memorandum of First Modification of Consolidated and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Other Consolidated Loan Documents dated as of November 20, 2006, by and among the Borrower/Guarantor Parties and LaSalle, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 16, 2007, as Document No. 0707545116, (ii) unrecorded Second Modification of Consolidated and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Other Loan Documents dated as of August 8, 2008, by and among the Borrower/Guarantor Parties and LaSalle, (iii) Third Modification of Consolidated and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Other Loan Documents dated as of December 29, 2008, by and among the Borrower/Guarantor Parties and the Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 2, 2009, as Document No. 0900233074, (iv) Fourth Modification of Consolidated and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Other Loan Documents dated as of May 5, 2009, by and among the Borrower/Guarantor Parties and the Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 8, 2009, as Document No. 0912833026, and (v) Fifth Modification Agreement dated as of May 1, 2010, by and among the Borrower/Guarantor Parties and the Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 1, 2010, as Document No. 1017241003

C. The Documents, as modified and amended by the Previous Modifications, encumber the real estate described in **Exhibit A** attached hereto and the personal property located thereon.

D. LaSalle was merged into the Lender effective as of October 17, 2008, and by virtue of such merger the Lender is the successor by merger to all of the rights and obligations of LaSalle under the Documents

E. The parties desire to make certain modifications and amendments to the Documents, as modified and amended by the Previous Modifications, as more fully provided for

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herein, all as modifications, amendments and continuations of, but not as novations of, the Documents.

AGREEMENTS

In consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement; Amendment of Consolidated Loan; Defined Terms; References to Documents.

(a) The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

(b) The parties have agreed to amend the terms of the loan that is evidenced and secured by the Documents, as modified and amended by the Previous Modifications (the "**Consolidated Loan**"), effective as of the date of this Agreement, with the existing terms of the Consolidated Loan to remain in effect for periods prior to the date of this Agreement, including, without limitation, the terms of the Amended Consolidated Note requiring the payment of interest as described therein and monthly principal payments on such Note in the amount of \$40,000 payable on the first day of each month including the month in which the maturity date occurs. Accordingly, the Documents, as modified and amended by the Previous Modifications, are hereby modified and amended as described in this Agreement, in each case effective as of the date of this Agreement.

(c) All capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Documents, as modified and amended by the Previous Modifications.

(d) Except as otherwise stated herein, all references in this Agreement to any one or more of the Documents shall be deemed to include the previous modifications and amendments to the Documents provided for in the Previous Modifications, whether or not express reference is made to such previous modifications and amendments.

Section 2. Extension of Maturity Date. The maturity date of the Consolidated Loan and the Amended Consolidated Note, as previously extended by the Previous Modifications, is hereby extended from May 5, 2011, to August 5, 2011, and all of the Documents, as modified and amended by the Previous Modifications, are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the dates "November 5, 2010" and "May 5, 2011" are each hereby changed to "August 5, 2011" each time either such date appears in the Documents, as modified and amended by the Previous Modifications, in reference to the maturity date of the Consolidated Loan and the Amended Consolidated Note.

Section 3. Release of LaSalle and Lender. The Borrower/Guarantor Parties hereby release and forever discharge LaSalle and the Lender and each of their past, present and future parent corporations, subsidiaries, affiliates and divisions, and each of their past, present and future shareholders, directors, officers, employees, attorneys, agents, investigators and insurers,

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and the heirs, administrators, executors, legal representatives, trustees, successors and assigns of each of the foregoing (the "**Released Parties**"), of and from any and all claims of any kind or character whatsoever, whether now known or hereafter discovered, absolute or contingent, direct or indirect, arising out of any act, event or occurrence of any sort whatsoever related to the Consolidated Loan or the administration thereof occurring on or prior to the date of this Agreement; provided, however, that the Borrower/Guarantor Parties do not hereby release the right to performance by the Lender of its obligations under the Documents, the Previous Modifications and this Agreement arising on and after the date of this Agreement, subject to the terms and conditions of the Documents, the Previous Modifications and this Agreement. The Borrower/Guarantor Parties shall forever refrain and forbear from commencing or prosecuting any lawsuit or other proceeding against the Lender or any of the other Released Parties based upon, arising out of or connected with any of the claims released in this Agreement.

Section 4. Extension Fee. As a condition precedent to the agreements of the Lender provided for in this Agreement, on the date of the execution and delivery of this Agreement, the Borrowers shall pay to the Lender a non-refundable extension fee in the amount of \$8,900.

Section 5. Representations and Warranties. The term "**Signing Entity**" as used in this Section means any entity (other than a Borrower/Guarantor Party itself) that appears in the signature block of any Borrower/Guarantor Party in this Agreement, any of the Documents or any of the Previous Modifications. In order to induce the Lender to enter into this Agreement, the Borrower/Guarantor Parties hereby represent and warrant to the Lender as follows as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement:

(a) Each Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power and authority to carry on its present business, and has full right, power and authority to enter into this Agreement, each of the Documents to which it is a party and the Previous Modifications, and to perform and consummate the transactions contemplated hereby and thereby.

(b) The Guarantor has full right, power and authority to enter into this Agreement and each of the Documents to which he is a party and the Previous Modifications and to perform and consummate the transactions contemplated hereby and thereby.

(c) Each Signing Entity is duly organized, validly existing and in good standing under the laws of the State in which it is organized, has all necessary power and authority to carry on its present business, and has full right, power and authority to execute this Agreement and each of the Documents and the Previous Modifications in the capacity shown in each signature block contained in this Agreement and each of the Documents and the Previous Modifications in which its name appears, and such execution has been duly authorized by all necessary legal action applicable to such Signing Entity.

(d) This Agreement and each of the Documents and the Previous Modifications have been duly authorized, executed and delivered by such of the Borrower/Guarantor Parties as are parties thereto, and this Agreement and each of the Documents and the Previous Modifications constitute valid and legally binding obligations enforceable against such of the

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Borrower/Guarantor Parties as are parties thereto. The execution and delivery of this Agreement, the Documents and the Previous Modifications and compliance with the provisions thereof under the circumstances contemplated therein do not and will not conflict with or constitute a breach or violation of or default under the organizational documents of any Borrower/Guarantor Party or any Signing Entity, or any agreement or other instrument to which any of the Borrower/Guarantor Parties or any Signing Entity is a party, or by which any of them is bound, or to which any of their respective properties are subject, or any existing law, administrative regulation, court order or consent decree to which any of them is subject.

(e) The Borrower/Guarantor Parties are in full compliance with all of the terms and conditions of the Documents to which they are a party and the Previous Modifications, and no Default or Event of Default has occurred and is continuing with respect to any of the Documents or the Previous Modifications.

(f) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Documents or the Previous Modifications, or questioning the validity thereof, or in any way contesting the existence or powers of any of the Borrower/Guarantor Parties or any Signing Entity, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Documents or the Previous Modifications, or would result in any material adverse change in the financial condition, properties, business or operations of any of the Borrower/Guarantor Parties.

(g) The statements contained in the Recitals to this Agreement are true and correct.

Section 6. Documents to Remain in Effect; Confirmation of Obligations; References.

(a) The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Previous Modifications and as expressly modified and amended herein. In order to induce the Lender to enter into this Agreement, the Borrower/Guarantor Parties hereby (i) confirm and reaffirm all of their obligations under the Documents, as modified and amended by the Previous Modifications and as modified and amended herein; (ii) acknowledge and agree that the Lender, by entering into this Agreement, does not waive any existing or future default or event of default under any of the Documents, as modified and amended by the Previous Modifications, or any rights or remedies under any of the Documents, as modified and amended by the Previous Modifications, except as expressly provided herein; (iii) acknowledge and agree that the Lender has not heretofore waived any default or event of default under any of the Documents, as modified and amended by the Previous Modifications, or any rights or remedies under any of the Documents, as modified and amended by the Previous Modifications; and (iv) acknowledge and agree that they do not have any defense, setoff or counterclaim to the payment or performance of any of their obligations under, or to the enforcement by the Lender of, the Documents, as modified and amended by the Previous Modifications and as modified and amended herein, including, without limitation, any defense, setoff or counterclaim based on the implied covenant of good faith and fair dealing. All references in the Documents, as modified and amended by the Previous Modifications, to any one or more of the Documents, or to the "Loan Documents" or the

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“Consolidated Loan Documents,” shall be deemed to refer to such Document, Documents, Loan Documents or Consolidated Loan Documents, as the case may be, as previously modified and amended by the Previous Modifications and as modified and amended by this Agreement.

(b) The Guarantor, by signature below as such, for a valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby consents to and joins in this Agreement and hereby declares to and agrees with the Lender that the Guaranty is and shall continue in full force and effect for the benefit of the Lender with respect to the obligations of the Borrowers, as amended by this Agreement, that there are no offsets, claims, counterclaims, cross-claims or defenses of the Guarantor with respect to the Guaranty nor, to Guarantor's knowledge, with respect to the obligations of the Borrowers, that the Guaranty is not released, diminished or impaired in any way by this Agreement or the transactions contemplated hereby, and that the Guaranty is hereby ratified and confirmed in all respects. The Guarantor hereby reaffirms all of the representations and warranties set forth in the Guaranty. The Guarantor acknowledges that without this consent and reaffirmation, the Lender would not execute this Agreement or otherwise consent to its terms.

Section 7. Certifications, Representations and Warranties. In order to induce the Lender to enter into this Agreement, the Borrower/Guarantor Parties hereby certify, represent and warrant to the Lender that all certifications, representations and warranties contained in the Documents and the Previous Modifications and in all certificates heretofore delivered to the Lender are true and correct as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement and if different, as of the date of the execution and delivery of this Agreement.

Section 8. Entire Agreement; No Reliance. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than as are herein set forth. The Borrower/Guarantor Parties acknowledge that they are executing this Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.

Section 9. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 10. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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Section 11. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 12. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) The Borrower/Guarantor Parties and the Lender, and their respective legal counsel, have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

Section 13. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

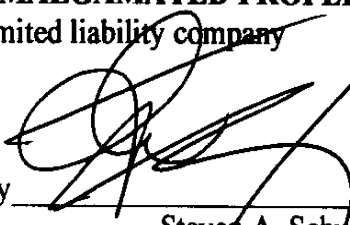
Section 14. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

AMALGAMATED PROPERTIES, LLC, an Illinois limited liability company

By 
Steven A. Schultz, Manager

MIDWAY HOLDINGS, L.L.C., an Illinois limited liability company

By 
Steven A. Schultz, Manager

BANK OF AMERICA, N.A., Successor by Merger to LaSalle Bank National Association

By 
Evan Sitarski, Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21st day of April, 2011, by Steven A. Schultz, Manager of Amalgamated Properties, LLC, an Illinois limited liability company, on behalf of said limited liability company.



M. J. Scott

Printed Name: Margaret Scott
Notary Public
Commission Expires: 4/30/12

STATE OF ILLINOIS)

COUNTY OF COOK)

SS

The foregoing instrument was acknowledged before me this 21st day of April, 2011, by Steven A. Schultz, Manager of Midway Holdings, L.L.C., an Illinois limited liability company, on behalf of said limited liability company.

M. J. Scott

Printed Name: Margaret Scott
Notary Public
Commission Expires: 4/30/12

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21st day of April, 2011, by Steven A. Schultz.



Margaret Scott
Printed Name: Margaret Scott
Notary Public
Commission Expires: 4/30/12

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 28th day of April, 2011, by Evan Sitarski, Vice President of Bank of America, N.A., a national banking association, Successor by Merger to LaSalle Bank National Association, a national banking association, on behalf of the association.



Audrey M. Jackson
Printed Name: Audrey M. Jackson
Notary Public
Commission Expires: 10/28/2012

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 13 AND THAT PART OF LOT 12 LYING SOUTH OF A LINE DRAWN 10 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID OF SAID LOT 12 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 21, 22 AND 23 IN THE RESUBDIVISION OF LOT 2 IN ASSESSORS DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE STRIP OF LAND FALLING BETWEEN PARCEL 4 AND 5 LYING BETWEEN THE EASTERLY AND WESTERLY LINES OF PARCEL 5 EXTENDED NORTHERLY, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Nos.:	Common Address:
14-20-403-007-0000; 14-20-403-008-0000;	3515 N. Clark St. Chicago, IL
14-20-403-064-0000; and 14-20-403-065-0000.	3525-3539 N. Clark St. Chicago, IL