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Attn: David J. Heymann, Esq.

Doc#: 1227544075 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/01/2012 12:24 PM Pg: 1 of 6

SPACE ABO'

AMENDMENT NO. 1 TO JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This AMENDMENT NO. 1 TO JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") is made as of this 1st day of September, 2012, between ENTERPRISE CENTRE LLC, an Illinois limited liability company ("**Mortgagor**"), and FT-MARC LOAN LLC, a Delaware limited liability company, whose address is c/o WRT Realty L.P., 7 Bulfinch Place, Suite 500, P.O. Box 9507, Boston, Massachusetts 02114 ("**Mortgagee**").

RECITALS

WHEREAS, pursuant to that certain Junior Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 9, 2005, made by North Star Trust Company, as trustee under the provisions of that certain Trust Agreement dated December 30, 2004, and known as Trust Number 04-7869 (the "**Prior Mortgage**") to Mortgagee, and recorded June 16, 2005 as Document No. 0516745110, in Cook County, Illinois, (the "**Original Junior Mortgage**"), securing, among other things, a fee interest in the certain real property (the "**Property**") more particularly described on Exhibit A attached hereto;

WHEREAS, simultaneously herewith Mortgagor is acquiring from Prior Mortgagee fee title to the Property;

WHEREAS, Mortgagor has requested that it be permitted to acquire the Property subject to the Original Junior Mortgage and the loan secured thereby;

WHEREAS, simultaneously herewith, Mortgagor and Mortgagee are entering into (i) that certain Amended and Restated Loan Promissory Note made by Mortgagor in favor of Mortgagee in the original principal amount of \$1,600,127.00 (the "**Amended and Restated Note**") and (ii) that certain Amended and Restated Loan Agreement between Mortgagor, as borrower, and Mortgagee, as lender (the "**Amended and Restated Loan Agreement**");

WHEREAS, in connection with the acquisition of the Property by the Mortgagor, Mortgagor and Mortgagee desire to and have agreed to make certain amendments to the Original Junior Mortgage as more particularly set forth herein.

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NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which prior to the execution of these presents is hereby acknowledged, Mortgagor and Mortgagee now agree to make the following amendments to the Original Mortgage:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Original Junior Mortgage.

2. Incorporation of Recitals. The Recitals set forth above are agreed to by Mortgagor and Mortgagee and are incorporated herein by reference.

3. References in the Mortgage. All references in the Original Junior Mortgage to (i) Loan Agreement shall be deemed references to Amended and Restated Loan Agreement, as the same may be amended, restated, consolidated, supplemented or otherwise modified from time to time, (ii) Note shall be deemed references to Amended and Restated Note, as the same may be amended, restated, consolidated, supplemented or otherwise modified from time to time and (iii) Mortgagor or Mortgagee shall be deemed references to Enterprise Centre LLC, an Illinois limited liability company.

4. Incorporation by Reference. This Amendment is hereby made a part of, and is incorporated by reference in, the Original Junior Mortgage and all Loan Documents. Except as expressly amended by this Amendment, the terms and provisions of the Original Mortgage are unchanged and remain in full force and effect and are hereby ratified and confirmed in all respects.

5. Maturity Date. The Obligations and all other sums due under the Loan Documents shall be payable on October 31, 2019, unless such Obligations are accelerated in accordance with the Loan Documents.


6. Interest Rate. The Original Junior Mortgage is hereby supplemented to provide record notice of the interest rate applicable to the Loan, as follows:

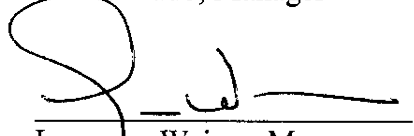
- a. Interest Rate. Interest on the outstanding principal balance of the Loan shall accrue at a rate per annum equal to nine percent (9.0%).
- b. Interest Calculation. Interest on the outstanding principal balance of the Loan shall be calculated by multiplying (a) the actual number of days in the period for which the calculation is being made by (b) a daily rate based on a three hundred sixty (360) day year by (c) the outstanding principal balance of the Loan.
- c. Default Rate. In the event that, and for so long as, any Event of Default has occurred and remains outstanding, the outstanding principal balance and, to the extent permitted by law, overdue interest in respect of the Loan, shall accrue interest at the Default Rate, calculated from the date such payment was due without regard to any grace or cure periods contained herein.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment or has caused the same to be executed by its duly authorized representatives as of the date first above written.

ENTERPRISE CENTRE LLC,

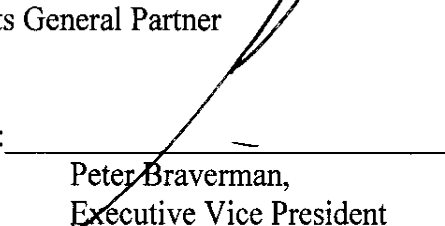
By: 
Gerald Nudo, Manager

By: 
Laurence Weiner, Manager

FT-MARC LOAN LLC

By: WRT Realty L.P., member

By: Winthrop Realty Trust,
Its General Partner

By: 
Peter Braverman,
Executive Vice President

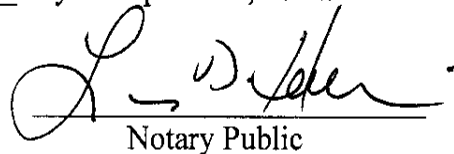
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

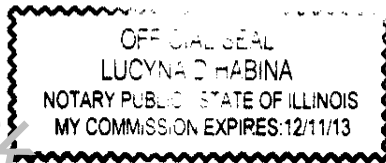
I, LUCYNA D. HABINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerald Nudo and Laurence Weiner personally known to me to be the managers of Enterprise Centre LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as MARCO of said company, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of September, 2012.


Notary Public

My Commission Expires:

12/11/2013

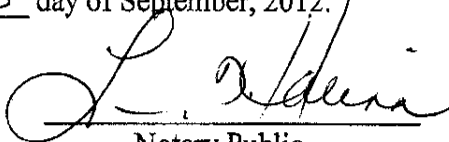


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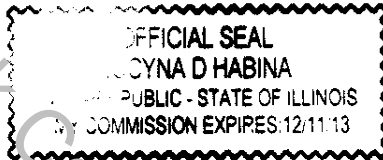
ILLINOIS
 STATE OF ~~NEW YORK~~)
) SS
 COUNTY OF ~~NASSAU~~)

I, LUCYNA D. HABINA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PETER BRAUGER personally known to me to be the General Partner of FT-Marc Loan LLC, a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as General Partner of said company, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of September, 2012.


 Notary Public

My Commission Expires:
April 2013



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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOTS 1 AND 2, LYING NORTH OF THE FOLLOWING LINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2 THAT IS 32.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST TO A POINT ON THE WEST RIGHT OF WAY LINE OF ENTERPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1939 AS DOCUMENT 89357915, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2205-2255 ENTERPRISE DRIVE
WESTCHESTER, ILLINOIS

PIN: 19-30-205-004-0000, VOL. 174