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Document prepared by
and after recording return to:

Mayer Brown LLP
71 S. Wacker Drive
Chicago, IL 60601
Attn: Jack Edelbrock



Doc#: 1301622092 Fee: \$58.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/16/2013 03:01 PM Pg: 1 of 11

AMENDMENT TO MORTGAGE

This Amendment to Mortgage (this "Amendment") is entered into as of December 18, 2012 by and between CHICAGO TITLE LAND TRUST COMPANY, successor to North Star Trust Company, an Illinois corporation, successor to Lakeside Bank, not personally but as Trustee ("Trustee") under a Trust Agreement dated October 11, 2000 and known as Trust No. 10-2214 (the "Trust") and Hunter DuPage Partnership and Hunter Congress-Wells Corp. (jointly, "Beneficiary"; hereinafter, together with the Trustee, collectively, jointly and severally, the "Mortgagor"), having its principal place of business at having its principal place of business at 527 S. Wells Street, Chicago, Illinois 60607, and BANK OF AMERICA, N.A., as administrative agent ("Mortgagee"), with an address at c/o Agency Management Services, 135 S. La Salle Street : Chicago, IL 60603, Attention: Colin McClary.

5 of 6 RECITALS FIDELITY NATIONAL TITLE 999100629

WHEREAS, Hunter Line LLC, an Illinois limited liability company and Victor J. Cacciatore, Sr. (together, the "Borrowers"), the Lenders party thereto and the Mortgagee in its capacity as "Administrative Agent" are party to the Amended and Restated Credit Agreement, dated as of November 13, 2009 (as previously amended, the "Credit Agreement");

WHEREAS, the Borrowers, the Lenders and the Administrative Agent desire to amend the Credit Agreement in certain respects as set forth herein;

WHEREAS, the Borrowers have requested certain waivers under the Credit Agreement as set forth herein;

WHEREAS, the Borrowers, the Lenders and Administrative Agent are contemporaneously herewith entering into a Sixth Amendment and Waiver (the "6th Credit Agreement Amendment");

WHEREAS, the Beneficiary is an affiliate, under common ownership and control with the Borrower;

WHEREAS, the Beneficiary owns 100% of the beneficial interest in the Trust;

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WHEREAS, the Beneficiary has executed and delivered to the Mortgagee a certain Continuing Unconditional Guaranty dated as of December 2, 2010 (as heretofore amended and as it may be amended, modified or restated from time to time, the "Guaranty");

WHEREAS, to secure the obligations of the Beneficiary under the Guaranty, the Mortgagor executed and delivered to the Mortgagee a Mortgage, Security Agreement, Assignment of Rents and Leases, Financing Statement and Fixture Filing of even date with the Guaranty (the "Original Mortgage"). The Original Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 1034313043, encumbering land (the "Land") legally described on Exhibit A hereto, together with associated improvements situated thereon;

WHEREAS, as a condition to entering into the 6th Credit Agreement Amendment, the Mortgagee has required that the Beneficiary affirm its obligations under the Guaranty and amend the Original Mortgage to confirm that the Obligations Secured (as defined in the Original Mortgage) will henceforth be specified by reference to the Credit Agreement as amended by the 6th Credit Agreement; and

WHEREAS, Mortgagor and Mortgagee desire to evidence, establish and confirm that the Mortgage, as amended hereby and as it may from time to time be further amended, modified or restated, continues to secure the obligations of Mortgagor under the Guaranty.

AGREEMENT

NOW, THEREFORE, Mortgagor and Mortgagee agree as follows

1. Incorporation of Recitals. The foregoing Recitals are true and accurate.
2. Affirmation of Guaranty. The Beneficiary hereby confirms all of its obligations under the Guaranty and confirms that all Guaranteed Obligations shall henceforth be defined by the Credit Agreement, as amended by the 6th Credit Agreement Amendment, and as the Credit Agreement may hereafter be amended, restated or otherwise modified from time to time.
3. Amendment of Obligations Secured. All references in the Original Mortgage to the Obligations Secured (as defined therein) that are defined by reference to the Credit Agreement shall be defined by and deemed to refer to the Credit Agreement as amended by the 6th Credit Agreement Amendment, and as the Credit Agreement may hereafter be amended, restated or otherwise modified from time to time.
4. The Amended Loan Documents. (a) All references in the Mortgage to the Credit Agreement or any predecessor thereof shall be deemed references to the Credit Agreement as amended by the 6th Credit Agreement Amendment and as the Credit Agreement may hereafter be amended, restated or otherwise modified from time to time.
 (b) The term "Loan Documents", as used in the Original Mortgage, shall mean, in addition to those documents encompassed by Credit Agreement prior to giving effect to the 6th Credit Agreement Amendment, the Guaranty as amended and confirmed hereby and the

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“Loan Documents” specified in the Credit Agreement (as amended by the 6th Credit Agreement Amendment and as the Credit Agreement may hereafter be amended, restated or otherwise modified from time to time), as all such documents may from time to time be amended, modified or restated.

(c) All references in the Original Mortgage to “this Mortgage” or the like shall mean the Original Mortgage as amended hereby and as from time to time hereafter amended, restated, modified, supplemented or replaced (as so amended, restated, supplemented or modified, the “Mortgage”).

(d) This Amendment shall be considered a “Loan Document” under and as referred to in the Mortgage.

5. Amendment and Addition of Mortgage Provisions.

(a) The following language, appearing in the “TO HAVE AND TO HOLD” clause:

“title to the Mortgaged Property is free and clear of all encumbrances, except easements and restrictions of record that do not, individually or in the aggregate, materially and adversely diminish the utility or marketability of any portion of the Mortgaged Property as residential real estate (“Permitted Encumbrances”)”

is hereby amended to read in its entirety as:

“title to the Mortgaged Property is free and clear of all encumbrances, except matters shown on the lender’s policy of title insurance delivered to Mortgagee in connection with the delivery of this Mortgage (“Permitted Encumbrances”)”

(b) Subsection (g) of Section 29 of the Mortgage is hereby amended to read in its entirety as follows:

“(g) Maximum Amount and Final Maturity Date of Obligations Secured. Subject to the terms of the Guaranty, the term “Obligations Secured” shall include in addition to all other obligations included in such defined terms by the Mortgage, any and all future advances, with interest thereon, made by the Mortgagee to the Borrower pursuant to the Credit Agreement or any other Loan Document. The total principal of the Obligations Secured shall not exceed EIGHTY MILLION DOLLARS AND NO/100 (\$80,000,000.00) at any one time, plus interest. Nothing contained in this Section, however, shall be considered as limiting the interest which may be secured hereby or the amounts that shall be secured hereby when advanced to enforce or collect upon the Credit Agreement or Guaranty or to protect the real estate security and other collateral. The latest date by which the Obligations Secured must be performed is December 31, 2013 (the maturity date).”

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(c) A new subsection (h) is hereby added to Section 29 of the Mortgage to read in its entirety as follows:

"(h) Interest Rate. The interest rate to be applied to the unpaid principal balance of the Obligations Secured is as follows:

"So long as no Event of Default shall be continuing, the interest rate applicable to the Obligations Secured shall be: (i) prior to the Reduction Date, 9.5% per annum and (ii) after the Reduction Date 6.0% per annum (defined below).

"During the continuance of an Event of Default, the interest rate applicable to the Obligations Secured shall be: (i) prior to the Reduction Date, 14.5% and (ii) after the Reduction Date 9.0%.

"Where:

"Reduction Date' means the first Step-Down Date after the Borrowers have repaid the principal amount of the Loans by an amount not less than (after the effectiveness of the 6th Credit Agreement Amendment) the sum of (x) the amounts due under Section 2.05 of the Credit Agreement through and including such date plus (y) \$7,500,000.

"Step-Down Date' shall mean the last Business Day of February, April, June, August and October of 2013

"Under no circumstances will the interest rate on the Obligations Secured be more than the maximum rate allowed by applicable law."

(d) All references to the Trust as a constituent of the Mortgagor are deemed a reference to the Trustee.

(e) The provisions of the Original Mortgage relating to the effectiveness of the Original Mortgage as a "fixture filing" within the meaning of the Uniform Commercial Code ("Original Fixture Filing"), which follow the habendum clause in the Original Mortgage, are hereby amended as follows:

(i) Notwithstanding any reference to the "state organizational identification number of the Trust", as expressed in clause (g) of such provisions, such references shall be to the state organizational number of the Trustee, which number is 59956876.

(ii) The provisions of clause (h) are amended to read in their entirety: "The record owner of the real estate is the Trustee".

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(f) Without limiting or otherwise affecting the provisions of the Original Fixture Filing, it is also agreed that if any of the property mortgaged by the Original Mortgage is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code in effect in the State of Illinois (the "Code"), this instrument shall constitute a security agreement, fixture filing and financing statement, and for that purpose, the following information is set forth:

(a) In addition to the grant of mortgage confirmed hereby, the Mortgagor hereby grants a continuing security interest to the Mortgagee in that portion of the Mortgaged Property with respect to which the creation and perfection of a lien is governed by the Code, which includes goods that are or are to become fixtures;

(b) The "Debtor" is the Mortgagor and "Secured Party" is the Mortgagee.

(c) The name and address of the Trustee as a Debtor are Chicago Title Land Trust Company, 10 South LaSalle Street, Chicago, Illinois 60603 and that of Beneficiary as a Debtor are c/o the Borrower and as set forth in the Preamble to this document.

(d) The name and address of the Secured Party are as set forth in the Preamble to this document.

(e) Description of the types for items of property covered by this financing statement: all of the Mortgaged Property (as defined in the Original Mortgage) described or referred to which a security interest may be perfected pursuant to the Code.

(f) Description of real estate to which collateral is attached or upon which it is located: Described in Exhibit A.

(g) The state organizational identification number of the Debtor is: 59956876 as to the Trustee and 61290389 as to HUNTER CONGRESS-WELLS CORP. and N/A as to Hunter DuPage Partnership.

(h) The record owner of the real estate is the Trustee.

(i) Mortgagee may file this Amendment, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified herein as part of the Mortgaged Property. Any reproduction of this Amendment or of any other security agreement or financing statement is sufficient as a financing statement.

6. Priority. Nothing contained herein shall in any manner affect or impair the priority of the lien of the Original Mortgage as to the indebtedness secured thereby prior to

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giving effect to this Amendment, nor affect any other security held by Mortgagee to secure repayment or performance of the obligations referred to therein. Mortgagor confirms that the Mortgage secures the timely payment and the timely performance of all Obligations Secured (as modified in Sections 2 and 3 above), as and when required.

7. Reaffirmation. Mortgagor hereby repeats, reaffirms and remakes all representations, warranties, covenants, grants of mortgage and agreements contained in the Mortgage as of the date of this Amendment.

8. Representations. Mortgagor represents and warrants that (i) no default or event of default currently exists under the Mortgage and (ii) no condition exists which with the giving of notice or the passage of time, or both, would result in such a default or event of default.

9. Full Force and Effect. All of the provisions, rights, powers and remedies contained in the Mortgage shall stand and remain unchanged and in full force and effect, except to the extent specifically amended hereby.

10. References. No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage, and any reference in any such instrument or document to the Original Mortgage shall be deemed to be a reference to the Mortgage.

11. Governing Law. This Amendment shall be construed in accordance with and governed by the internal laws of the state where the Land is located.

12. Time of the Essence. Time is of the essence with respect to the payment and performance of all obligations to be performed under the Mortgage.

13. Successors and Assigns. The Mortgage binds Mortgagor and its successors, assigns, heirs, administrators, executors, agents and representatives and inures to the benefit of Mortgagee and the Lenders and their respective successors, assigns, heirs, administrators, executors, agents and representatives.

14. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

15. Amendments. No provision of this Amendment may be modified, amended or waived except by a writing executed by the party sought to be bound thereby. No consent or approval of Mortgagee shall be given or deemed to have been given except to the extent expressly set out in a writing executed and delivered by Mortgagee to Mortgagor.

16. WAIVERS. MORTGAGOR HEREBY REPEATS, REAFFIRMS AND REMAKES ALL WAIVERS CONTAINED IN THE MORTGAGE AS OF THE DATE OF THIS AMENDMENT, INCLUDING (WITHOUT LIMITATION) THE WAIVER OF JURY TRIAL CONTAINED IN THE ORIGINAL MORTGAGE AS AMENDED HEREBY.

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IN WITNESS WHEREOF, this instrument is executed to be effective as of the day and year first above written by the person or persons identified below on behalf of the Mortgagor (and said person or persons hereby represent that they possess full power and authority to execute and deliver this instrument).

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS INSTRUMENT.

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under a Trust Agreement dated October 1, 2000 and known as Trust No. 10-2214



By: [Signature]
Name: LIDIA MARINCA
Its: TRUST OFFICER

HUNTER DUPAGE PARTNERSHIP

By: [Signature]
Printed Name: Peter C. Cacciatore, Resident
Its: General Partner

HUNTER CONGRESS-WELLS CORP.

By: [Signature]
Printed Name: Joseph P. Cacciatore
Its: President

This Mortgage is executed by CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred on and vested in it as such Trustee (and said CHICAGO TITLE LAND TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Trustee or its successors personally to pay the aforesaid Obligations Secured or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such personal liability of said Trustee, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors personally are concerned, the legal holder or holders of said Obligations Secured and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Obligations Secured provided, or by action to enforce the personal liability of the beneficiary of said trust, if any.

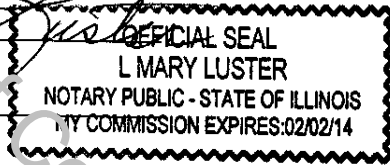
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STATE OF)
) SS.
COUNTY OF)

On this 28 day of December 2012, before me appeared Peter C. Cacciabot
to me personally known, who, being by me duly sworn, did say that s/he is the
President of of Hunter DuPage Partnership, a
the General Partner, and that said instrument was signed on behalf of said
Partnership, and said General Partner acknowledged
said instrument to be the free act and deed of said President, to be
effective as of the date first written above.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.

L. Mary Luster
Notary Public
My term expires: _____

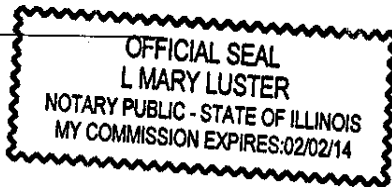


STATE OF)
) SS.
COUNTY OF)

On this 28 day of December 2012, before me appeared Joseph P. Cacciabot
to me personally known, who, being by me duly sworn, did say that s/he is the
President of HUNTER CONGRESS-WELLS CORP., an Illinois
corporation, and that said instrument was signed on behalf of said corporation, and said
President acknowledged said instrument to be the free act and deed of said
corporation, to be effective as of the date first written above.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.

L. Mary Luster
Notary Public
My term expires: _____

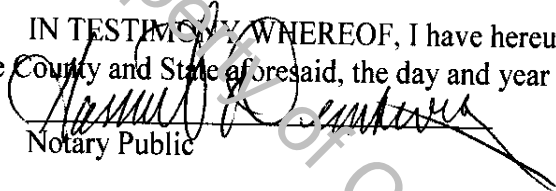


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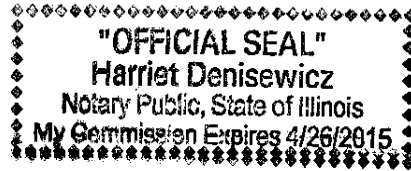
STATE OF IL)
) SS.
COUNTY OF COOK)

On this 3rd day of Jan. 2013 ~~December 2012~~, before me appeared LIDIA MARINCA
_____ to me personally known, who, being by me duly sworn, did say that s/he is the
TRUST OFFICER of CHICAGO TITLE LAND TRUST COMPANY, and
that said instrument was signed on behalf of said corporation in its capacity as trustee as
aforesaid, and said TRUST OFFICER acknowledged said instrument to be the free
act and deed of said corporation, to be effective as of the date first written above.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: _____



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MORTGAGEE

BANK OF AMERICA, N.A., a
national banking association

By: Colin J. McLary

Name: COLIN J. MCCLARY

Title: SENIOR VICE PRESIDENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this 8th day of January, 2013, before me appeared Colin J. McLary to me personally known, who, being by me duly sworn, did say that s/he is the SVP of the aforesaid BANK OF AMERICA, N.A., a national banking association, and that said instrument was signed on behalf of said corporation, by authority of its board of directors, and said SVP acknowledged said instrument to be the free act and deed of said national banking association

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Rosette Liptak
Notary Public

My term expires: 9/11/16



This document was prepared by
and after recording should be returned to:

Jack Edelbrock
Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606

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EXHIBIT A

Legal Description

PARCEL 8:

LOTS 10, 11, AND 14 IN GEORGE W. MERRILL'S SUBDIVISION OF BLOCK 100 IN SCHOOL SECTION
ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 531-549 S WELLS
ST., CHICAGO IL 60607

PIN'S: 17-16-241-016-0000; 17-16-241-017-0000; 17-16-241-018-0000; 17-16-241-019-0000;
17-16-241-020-0000; 17-16-241-021-0000