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**This document was prepared by,
and after recording, return to:**

Bryan Cave LLP
One Atlantic Center
Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, GA 30309-3488
Attn: Tia L. Cottey, Esq.

Doc#: 1305816102 Fee: \$70.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/27/2013 03:37 PM Pg: 1 of 17

Permanent Tax Index Number:

17-16-416-004-0000

Property Address:

Approximately 5 acres of vacant
land bordered by West Taylor
Street to the North, West Roosevelt
Road to the South, the South
Branch of the Chicago River to the
West, and the proposed extension
of South Wells Street to the East;
Chicago, Illinois

SECOND MORTGAGE MODIFICATION AGREEMENT

THIS SECOND MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as of January 31, 2013, by and among 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 that certain Trust Agreement dated April 15, 1997 and known as Trust No. 10-1904 and HUNTER ROOSEVELT LLC, an Illinois limited liability company (the "Beneficiary," together with the Trustee, the "Borrower") and BANK OF AMERICA, N.A. (successor by merger to LaSalle Bank National Association), a national banking association, its successors and assigns ("Lender").

A. Lender has heretofore made a loan ("Loan") to Borrower in the maximum principal amount of Thirteen Million and No/100 Dollars (\$13,000,000.00).

B. The Loan is evidenced by that certain Promissory Note from the Borrower payable to Lender in the aggregate maximum principal amount of \$13,000,000.00 (the "Note") and is secured by, among other things, (1) a Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing from Borrower to Lender, dated September 30, 2008, recorded on October 9, 2008, as Instrument No. 0828318092 of the Official Public Records of

FIDELITY NATIONAL TITLE 999100697

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Cook County, Illinois (the "Records"), as modified by that certain Mortgage Modification Agreement, by and between Borrower and Lender, dated as of October 27, 2010, recorded on November 2, 2010, as Instrument No. 1030645078 of the Records (as modified and amended, the "Mortgage"); and (2) an Assignment of Rents and Leases dated as of September 30, 2008, from Borrower to Lender, recorded on October 9, 2008, as Instrument No. 0828318093 of the Records (the "Assignment of Rents and Leases").

C. The Loan is further secured by a Guaranty of Payment dated as of September 30, 2008, executed by Victor J. Cacciatore, Sr., Victor J. Cacciatore, II, Cynthia Bickel, Marybeth Serwinski, Gloria Turan, Susan Lasek, Philip Cacciatore, Joseph P. Cacciatore, Peter C. Cacciatore and Christopher Cacciatore to and for the benefit of Lender (the "Guaranty").

D. The Note, the Mortgage, the Guaranty, the Assignment of Rents and Leases, this Agreement and all of the other documents in favor or for the benefit of Lender which evidence, secure or are otherwise executed in connection with the Loan, as heretofore amended, are hereinafter referred to collectively as the "Loan Documents".

E. Concurrently herewith, Borrower and Lender are entering into a certain Second Modification of Loan Documents that, inter alia, extends the Maturity Date of the Loan and Note to January 31, 2014.

F. Borrower desires to amend the Mortgage in order to provide for such extensions of the Maturity Date.

AGREEMENTS:

NOW, THEREFORE, in consideration (i) of recitals set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) of the agreements by the Lender to modify the Mortgage, as provided herein, and (iii) of the other covenants and agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All defined terms not otherwise defined herein shall have the meanings set forth in the Mortgage.

2. Maturity Date. The Maturity Date of the Loan and Note is hereby extended from January 31, 2013 to January 31, 2014 and all references in the Note, Mortgage and other Loan Documents to the Maturity Date of the Loan are changed from January 31, 2013 to January 31, 2014.

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3. Corresponding Amendment to Loan Documents. All of the other Loan Documents shall be deemed modified to conform to the substance of the amendment made to the Mortgage and Assignment of Rents and Leases by this Amendment. To the extent Lender deems necessary or appropriate, Lender is hereby authorized to file without the signature of Borrower, amendments to all of the UCC financing statements filed or recorded in connection with the Loan so that such financing statements shall conform with the modifications contained in this Amendment.

4. Affect of Amendment. The lien of the Mortgage, the Assignment of Rents and Leases, and the covenants and agreements contained therein and in the Note and the other Loan Documents, except as herein modified, shall be and remain in full force and effect, subject to all of the conditions and provisions contained in the Loan Documents. Borrower hereby agrees to be bound by and to perform all of the covenants and agreements contained in the Loan Documents to be performed by Borrower thereunder, at the times and in the manner therein specified, except as expressly modified and/or extended herein.

5. Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act. Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and the Lender's policies and practices, the Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

6. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(c) The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof.

(d) All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

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(e) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(f) This Amendment constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written.

(g) The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

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

By: *[Signature]*
Name: Michael Olson
Title: Senior Vice President

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 Michael Olson, personally known to me to be the same person who executed the within instrument, appeared before me this 13th day of February, 2013, in person and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

[Signature]
Notary Public
My Commission Expires: 2-23-2016



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BORROWER:

TRUSTEE:



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 that
 certain Trust Agreement dated April 15, 1997 and
 known as Trust No. 10-1904

By: *Udia Marinca*
 Name: **UDIA MARINCA**
 Title: **TRUST OFFICER**

STATE OF IL)
) ss.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **UDIA MARINCA**, personally known to me to be the same person who executed the within instrument, appeared before me this 19th day of Feb., 2013, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

♦♦♦♦♦
 "OFFICIAL SEAL"
 Harriet Denisewicz
 Notary Public, State of Illinois
 My Commission Expires 4/26/2015
 ♦♦♦♦♦

Harriet Denisewicz
 Notary Public
 My Commission Expires: _____

TRUSTEE'S EXCULPATION

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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BENEFICIARY:

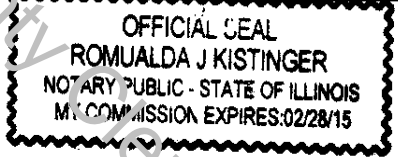
HUNTER ROOSEVELT LLC,
an Illinois limited liability company

By: *Victor J. Cacciatore*
Name: Victor J. Cacciatore
Title: Manager

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 Victor J. Cacciatore, personally known to me to be
the same person who executed the within instrument, appeared before me this 15 day of
January, 2013, in person and acknowledged that he/she executed the within
instrument as/his/her free and voluntary act, for the uses and purposes therein set forth, pursuant
to due authority.

Romualda J. Kisting
Notary Public
My Commission Expires:



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GUARANTORS:

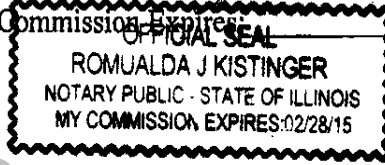
Philip Cacciatore
PHILIP CACCIATORE, personally

STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Philip P. Cacciatore, personally known to me to be the same person who executed the within instrument, appeared before me this 6 day of February, 2013, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

Romualda J. Kisting
Notary Public

My Commission Expires: _____



Joseph P. Cacciatore
JOSEPH P. CACCIATORE, personally

STATE OF _____)
COUNTY OF _____) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person who executed the within instrument, appeared before me this ____ day of _____, 20__, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

Notary Public

My Commission Expires: _____

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GUARANTORS:

PHILIP CACCIATORE, personally

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person who executed the within instrument, appeared before me this ____ day of _____, 20____, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

Notary Public
My Commission Expires: _____

Joseph P. Cacciatore

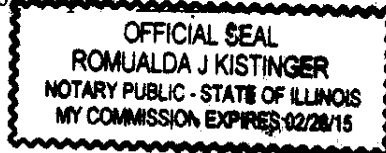
JOSEPH P. CACCIATORE, personally

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 Joseph P. Cacciatore, personally known to me to be the same person who executed the within instrument, appeared before me this 5 day of February, 2013, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

Romualda J. Kisting

Notary Public
My Commission Expires: _____



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PETER C. CACCIATORE, personally

STATE OF Illinois)
)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Cacciatore, personally known to me to be the same person who executed the within instrument, appeared before me this 11 day of February, 2013, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth pursuant to due authority.

Notary Public



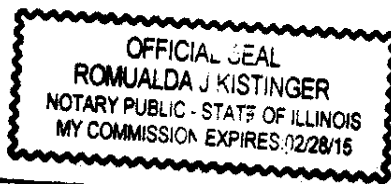
CHRISTOPHER CACCIATORE, personally

STATE OF Illinois)
)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher Cacciatore, personally known to me to be the same person who executed the within instrument, appeared before me this 11 day of February, 2013, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth pursuant to due authority.

Notary Public

My Commission Expires:



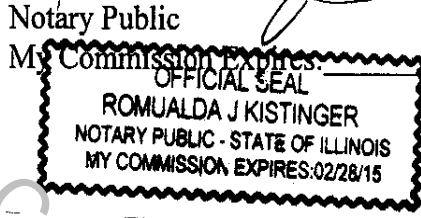
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Victor J. Cacciato Sr.
 VICTOR J. CACCIATORE, SR., personally

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 Victor J. Cacciato Sr., personally known to me to be the same person who executed the within instrument, appeared before me this 6 day of February, 2013, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

Romualda J. Kisting



 VICTOR J. CACCIATORE, II, personally

STATE OF _____)
) ss.
 COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person who executed the within instrument, appeared before me this ___ day of _____, 20 __, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

 Notary Public
 My Commission Expires: _____

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VICTOR J. CACCIATORE, SR., personally

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person who executed the within instrument, appeared before me this ____ day of _____, 20__, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

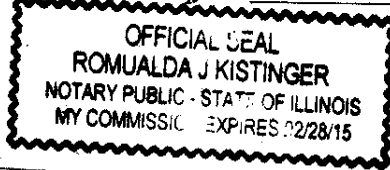
Notary Public
My Commission Expires: _____

Victor J. Cacciatore II
VICTOR J. CACCIATORE, II, personally

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 Victor J Cacciatore II, personally known to me to be the same person who executed the within instrument, appeared before me this 13 day of February, 2013, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

Romualda J Kisting
Notary Public
My Commission Expires: _____



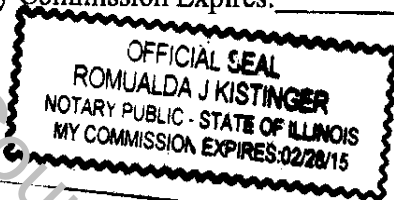
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Cynthia Bickel
CYNTHIA BICKEL, personally

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 Cynthia Bickel, personally known to me to be
the same person who executed the within instrument, appeared before me this 18 day of
February, 2013, in person, and acknowledged that he/she executed the within
instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant
to due authority.

Romualda J. Kisting
Notary Public
My Commission Expires: _____



MARYBETH SERWINSKI, personally

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, personally known to me to be
the same person who executed the within instrument, appeared before me this ____ day of
_____, 20___, in person, and acknowledged that he/she executed the within
instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant
to due authority.

Notary Public
My Commission Expires: _____

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CYNTHIA BICKEL, personally

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person who executed the within instrument, appeared before me this ___ day of _____, 20__, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

Notary Public
My Commission Expires: _____

Marybeth Serwinski signature
MARBETH SERWINSKI, personally
Caecatore


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 Mary Beth Caecatore, personally known to me to be the same person who executed the within instrument, appeared before me this 11 day of February, 2013, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.

Romualda J. Kisting signature
Notary Public
My Commission Expires: _____



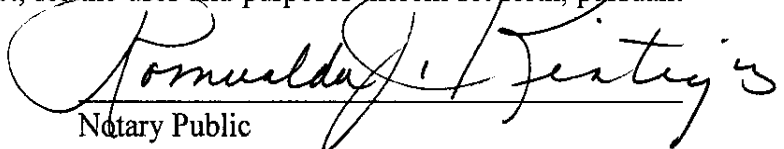
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GLORIA TURAN, personally

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 Gloria Turan, personally known to me to be the same person who executed the within instrument, appeared before me this 6 day of February, 2013, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.



Notary Public
My Commission Expires: _____






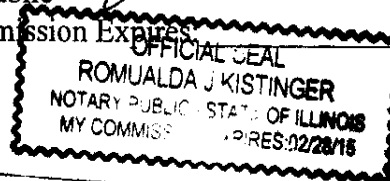
SUSAN LASEK, personally

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 Susan Lasek, personally known to me to be the same person who executed the within instrument, appeared before me this 7 day of February, 2013, in person, and acknowledged that he/she executed the within instrument as his/her free and voluntary act, for the uses and purposes therein set forth, pursuant to due authority.



Notary Public
My Commission Expires: _____



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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS AND BLOCKS IN SCHOOL SECTION ADDITION TO CHICAGO BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 WITH SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID POINT BEING 1,016.47 FEET WEST OF THE SOUTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED AND RUNNING;

THENCE NORTH 00 DEGREES 06 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 42.96 FEET TO A POINT WHICH IS 1,016.56 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY LINE NORTH 05 DEGREES 36 MINUTES 02 SECONDS WEST, A DISTANCE OF 837.84 FEET TO A POINT IN THE SOUTH LINE OF WEST TAYLOR STREET, SAID POINT BEING 1,096.05 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED;

THENCE SOUTH 89 DEGREES 54 MINUTES 22 SECONDS EAST ALONG SAID SOUTH LINE OF WEST TAYLOR STREET, A DISTANCE OF 294.44 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF PROPOSED SOUTH WELLS STREET, SAID POINT BEING 801.61 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED;

THENCE SOUTH 00 DEGREES 01 MINUTE 57 SECONDS EAST ALONG SAID WEST LINE OF PROPOSED SOUTH WELLS STREET, A DISTANCE OF 876.83 FEET TO A POINT IN THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, SAID POINT BEING 800.96 FEET WEST OF THE SOUTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16, A DISTANCE OF 215.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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ADDRESS: Approximately 5 acres of vacant land
Bordered by West Taylor Street to the North, West
Roosevelt Road to the South, the South Branch of
the Chicago River to the West, and the proposed
extension of South Wells Street to the East;
Chicago, Illinois

PIN: 17-16-416-004-0000

Property of Cook County Clerk's Office