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AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Amendment to Mortgage and Security Agreement with Assignment of Rents ("Mortgage Amendment") dated as of September 30, 1985 among LaSalle National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated March 1, 1984 and known as Trust Number 107701 ("Trust 107701") and LaSalle National Bank, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorder and delivered to said Trustee in pursuance of a Trust Agreement dated May 1, 1984 and known as Trust Number 107707 ("Trust 107707"), (Trust 107701 and Trust 107707 are hereinafter together referred to as "Mortgagee"):

WITNESSETH THATH

WHEREAS, Mortgager executed and delivered to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated March 22, 1985 and recorded on April 11, 1985 as Document Number 27508474 encumbering the land and leasehold described on Schedules I and II attached hereto (the "Mortgage"); and

WHEREAS, Mortgages and JMS/Urpan 900 Development Partners have entered into an Amendment to Loan and Reimbursement Agreement dated of even date herewith (the "Amendment") which amends the provisions of that certain Loan and Reimbursement Agreement dated December 31, 1984 between JMS/Urban 900 Development Partners and Mortgagor (the "Loan Agreement") by, among other things, amending the rates of interest set forth therein; and

WHEREAS, Mortgagor and Mortgages desire to amend the Mortgage to reflect that the Loan Agreement has been amended by the Amendment and that all references in the Mortgage to the Loan Agreement shall mean the Loan Agreement as amended by the Amendment;

NOW, THEREFORE, for and in consideration of the execution and delivery to the Mortgagee of the Guaranty (as defined in the Amendment), the Mortgagee and the Mortgagor hereby agree that the Mortgage is amended so that the defined term "Loan Agreement" in the Mortgage shall mean the Loan Agreement as amended by the Amendment.

Refund To This Instrument Prepared By:

James R. Theiss, Jr. 111 W. Monroe Street Chicago, Illinois 60690 Address. 900 N. MICHIGAN AVE. Chicago IL

BOX 15

33239.

All references in the Note (as defined in the Mortgage) shall be deemed references to the Mortgage as amended by this Mortgage Amendment. All of the terms, provisions, agreements and covenants contained in the Mortgage shall stand and remain unchanged in full force and effect except to the extent specifically amended hereby.

No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage, any reference in any of such instrument or document to the Mortgage to be deemed a reference to the Mortgage as amended hereby.

This Mortgage Amendment is executed by LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly walved by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note 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 Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collaberal security SO PRICO therefor.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed and delivered this Agreement at Chicago, Illinois as of this 30th day of September, 1985.

LASALLE NATIONAL BANK
As Trustee of Trust 107701, as
Aforesaid and Not Personally

JOSEPH W. LAno

(SEAL)

ATTEST:

Its Becretary

James A. Clark

lark

Type or Print Name

LASALUE NATIONAL BANK As Trustee of Trust 107707, as

Arccesaid and Not Personally

(SEAL)

ATTEST:

Its Secretary

James A. Clark

Type of Print Name

/ 105LEH W. LANG

BANK OF MONTREAL

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By Its

CCOUNT MANAGER

85239290

STATE OF ILLINOIS)	
COUNTY OF Cook) ss.	
ī.	Kathy Pacana	a Notary Public in
and for said County, if	H.M. Tyunga arote.	said, do nereby certify
and James A Class	Austs , Austs	stant Secretary of said ersonally known to me to
national banking associ	lation, who are p	ersonally known to me to
De the same persons who	isa namad ara dub:	ecribed to the forecoing
instrument as such	TION P	resident and
		resident and y, appeared before me this y signed and delivered the
said instrument as thei	r own free and vo	oluntary act and as the
Tree and voluntary act	or said national	banking association, as
Trustee of Trust Number	10//VI as afore	said, for the uses and
purposes therein set for Secretary then and there	reen; and the sale	Q
the seal of said associ	e acknowledden ti	nat ne, as custodian of
said national hanting a	secros, did dilix	id instrument, as his own
free and voluntary act	and as the free:	and voluntary act of said
national banking associ	ation as Fristee	of Trust Number 107701 as
aforesaid, for the uses	and purposes the	erein set forth.
A		104
October under m	y hand and nobest	Lal seal, this $\frac{10^{4}}{2}$ day of
	Kart	militare.
	Notary Pub	116
	•	/ entire prome
	(TYPE OR PE	THE NAME!
(SEAL)	1	5
My Commission Expires:		
6.11-88		
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Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF Cook) SS.
I, Kathy Padana a Notary Public in and for said County, in the State aforesaid, do hereby certify
and for said County, in the State aforesaid, do hereby certify
dent of LaSalle National Bank, a national banking association,
dent of LaSalle National Bank, a national banking association,
and Inmon A Clark Anatomic Secretary of said national panking association, who are personally known to me to
he the same persons whose names are subscribed to the forced as
be the same persons whose names are subscribed to the foregoing instrument as such
instrument as such The President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the
day in person and acknowledged that they signed and delivered the
said instrument as their own tree and voluntary act and as the
- TPOO ONG UATURESULESAN AF MAIN MANIANAT NAMIANA AMAMALALIAN
Trustee of Trust Number 107707 as aforesaid, for the uses and purposes therein set forth, and the said
purposes therein set 107th; and the said Analy: Secretary then and there arknowledged that he, as custodian of
the seal of said association, did affix the corporate seal of
said national banking association to said instrument, as his own
free and voluntary act and as the free and voluntary act of said
national banking association as Trustee of Trust Number 107707 as
aforesaid, for the uses and purposes therein set forth.
October, 1985.
or to be 1985
19/4. 17
- Patla Pacana =
Notary Public
(TYPE OR PRINT NAME)
(SEAL)
My Commission Expires:
6 11 10
6-11-87

85239290

Property of Cook County Clerk's Office

COUNTY OF COOK	
and for said County, in the Stathat Government	Notary Public in the aforesaid, do hereby certify who is personally known to me to be
the same or son whose name is instrument as such	who is personally known to me to be subscribed to the foregoing President appeared before by ledged that he signed and
and as the free and voluntary a	is his own free and voluntary act act of said bank,
October given under my hand a	and notarial seal, this 1514 day of
Not Fry 1	Miles C. Dirole
(SEAL)	PERLL BURGE
My Commission Expires:	Clert's Office
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Property of Coot County Clert's Office

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Schedule I

Legal Description - Fee Parcel

THAT PART OF LOTS 3, 4, 9 AND 10 LYING WEST OF THE WEST LINE OF NORTH MICHIGAN AVENUE (FORMERLY PINE STREET) IN BLOCK 13 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO: LOTS 2, 3 AND 4 IN KINZER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL HERIDIAN,

ALSO: A STRIP OF LAND 20 FEET WIDE EAST AND WEST, FORMERLY ALLEY AND NOW VACATED LYING WEST OF AND ADJOINING AFORESAID LOT 4 IN KINZER'S SUBDIVISION.

ALSO: A STRIP OF LAND 15 FEET WIDE EAST AND WEST, LYING WEST OF AND ADJOINING LOTS 2 AND 3 AND EAST OF AND ADJOINING LOT 4 IN AFORESAID KINZER'S SUBDIVISION, VACATED PER DOCUMENT NO. 27.338.481.

ALSO: NORTH HUGUELET PLACE, A STRIP OF LAND 20 FEET WIDE EAST AND WEST, LYING WITHIN SAID BLOCK 13, VACATED PER DOCUMENT NO. 27,338,481,

ALSO: LOTS 5, 6 AND 7 IN KINZER'S SUIDIVISION OF LOTS 13, 14 AND 15 IN BLOCK 13 IN CANAL TRUSTEES'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO: LOTS 8, 11, THE NORTH 1/2 OF LOT 5, AND THE SOUTH 1/2 OF THE EAST 1/2 OF LOT 5 IN BLOCK 13, IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 HORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO: LOT 1 IN BREIT'S SUBDIVISION OF LOTS 1 AND 2 IN DLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION J, TOWNSHIP JO NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

AND ALSO: THE EAST 20 FEET OF LOT 2 IN BREIT'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 HORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO: LOT 7 (EXCEPT THE WESTERLY 125 FEET THEREOF) AND LOT 12 (EXCEPT THE WESTERLY 125 FEET THEREOF), AND THE NORTH HALF OF THE WEST HALF OF LOT 6 IN THE SUBDIVISION OF BLOCK 13 IN CANAL, TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO LOTS 8, 9 AND 10 IN CHRISTOPH KINZER'S SUBDIVISION OF LOTS 13, 14 AND 15 IN SAID SUBDIVISION OF BLOCK 13, ALL IN COOK COUNTY, ILLINOIS,

DEPT-01 RECORDING \$19.00 THILL TRAN 3265 10/16/85 15:00:00 #5018 # A W-85-239290

SCHEDULE II

Legal Description - Leasehold Parcel

THE WESTERLY 125 FEET OF LOTS 7 AND 12 IN THE SUBDIVISION OF BLOCK 13 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 17-03-211-17-03-211-016 77-23-211-01

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