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1985 AMENDMENT TO CONSTRUCTION LOAN AGREEMENT,
PROMISSORY NOTE, SECURITY ASSIGNMENT OF
BENEFICIAL INTEREST AND CONSTRUCTION MORTGAGE

THIS AMENDMENT (the "Amendment") is made as of September 26, 1985 by and between: 211 WEST WACKER DRIVE LIMITED PARTNERSHIP (the "Borrower"), a limited partnership duly organized and validly existing under the laws of the State of Illinois and having its office at 211 West Wacker Drive, Suite 800, Chicago, Illinois 60606, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Land Trustee"), not personally, but solely as Trustee under the provisions of a Trust Agreement dated February 18, 1983 and known as Trust No. 56928, having its principal office at 33 North La Salle Street, Chicago, Illinois 60690; and THE NORTHERN TRUST COMPANY, an Illinois banking corporation, located at 50 South La Salle Street, Chicago, Illinois 60675 (herein, together with its successors and assigns, called the "Bank").

R E C I T A L S :

A. The Borrower and the Bank have heretofore entered into a certain Construction Loan Agreement, dated as of May 24, 1983 (herein, said Construction Loan Agreement as heretofore amended and as amended hereby and as may be further amended, supplemented or modified from time to time, is called the "Loan Agreement"), setting out certain terms and conditions upon which the Bank would make advances (collectively, the "Loan") to the Borrower in an amount not to exceed FOURTEEN MILLION THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$14,325,000), which Loan is evidenced by a certain Promissory Note, as heretofore amended, executed by the Borrower and in the principal sum of FOURTEEN MILLION THREE HUNDRED TWENTY-FIVE THOUSAND (\$14,325,000) (herein, said Promissory Note, as heretofore amended and as amended hereby and as may be further amended, supplemented, modified, replaced or restated from time to time, is called the "Note").

B. To further secure the Note, the Borrower executed a certain Security Assignment of Beneficial Interest in Land Trust, as heretofore amended (herein, said Assignment as heretofore amended and as amended hereby and as may be further amended, supplemented or modified from time to time, is called the "ABI").

This Instrument Prepared By:

Alfred M. Rogers, Jr., Esq.
Mayer, Brown & Platt
231 South La Salle Street
Chicago, Illinois 60604
(312) 782-0600

After recording return to: Box 407 (AMR)

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C. To further secure the Note, the Borrower and the Land Trustee executed a certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated as of May 24, 1983 and recorded May 24, 1983 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 26618543, as amended by a certain First Amendment to Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated as of May 31, 1983 and recorded September 6, 1983 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 26765157, and as amended by Second Amendment to Mortgage, recorded December 7, 1985 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 27364033 (herein, said Mortgage as heretofore amended, as amended hereby and as may be further amended, supplemented or modified from time to time is called the "Mortgage"). The Mortgage encumbers the land described on Exhibit attached hereto and made a part hereof.

D. The Borrower has now requested that the Bank extend the maturity of the Loan to not later than November 20, 1985.

E. The Bank is willing to accede to the Borrower's request upon the terms and conditions set out herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the various agreements set out herein, the parties do hereby agree as follows:

1. All references in any of the Loan Agreement, the Note, the ABI, the Mortgage and the other Loan Papers (as defined in the Loan Agreement) to the due date or maturity date of the Note and the Loan as "May 20, 1985" are hereby amended to provide that such due date or maturity date is extended to November 20, 1985, subject, however, to the right of the Bank to demand payment of the Note at any time prior to November 20, 1985, on at least five (5) days prior notice to the Borrower.

2. All references in any of the Loan Agreement, the Note, the ABI, the Mortgage and the other Loan Papers shall hereinafter be deemed to refer to said documents as respectively amended hereby and as may be further amended, supplemented or modified from time to time.

3. All of the terms, conditions, agreements and provisions set forth in the Loan Agreement, the Note, the ABI, the Mortgage and the other Loan Papers, as hereby amended, modified and supplemented, shall be and they hereby are reaffirmed, ratified and confirmed in their entirety and the Borrower and the Land Trustee expressly acknowledge and agree that the Bank has fully performed its obligations to date thereunder and that they have no defenses thereto whatsoever.

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4. To induce the Bank to enter into this Amendment, the Borrower warrants to the Bank that:

(a) Authorization: No Conflict. The execution and delivery of this Amendment, the borrowings under the Loan Agreement as evidenced by the Note (all as amended hereby) and the performance by the Borrower of its obligations under this Amendment are within the Borrower's partnership powers, have been duly authorized by all necessary governmental approval (if any shall be required) and do not and will not contravene or conflict with any provisions of law or the partnership agreement of the Borrower or of any agreement binding upon the Borrower; and

(b) Validity and Binding Nature. This Amendment is the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.

5. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

7. This Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the covenants, statements, representations or warranties contained in this instrument.

8. This Amendment may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute but one and the same Amendment.

WITNESS the respective hands and seals of the parties hereto at Chicago, Illinois, on the day and year first above written, pursuant to proper authority duly granted.

The Borrower:

211 WEST WACKER DRIVE LIMITED
PARTNERSHIP, an Illinois
limited partnership

By: 211 Limited Partnership, an
Illinois limited partnership,
its sole general partner

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By: Finback Limited Partnership, an Illinois limited partnership, its sole general partner

By: JCB II Limited Partnership, an Illinois limited partnership, its sole general partner

By: 211 West Wacker Development Venture, an Illinois general partnership, its sole general partner

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By: Kyle O. Ahrberg

By: William D. Hoag

By: Michael J. Klonski

By: Albert H. Scherb, Jr.

(constituting all of its partners)

The Land Trustee:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated February 18, 1983 and known as Trust No. 56928

Attest:

[Signature]
Secretary

By: [Signature]
Vice President

The Bank:

THE NORTHERN TRUST COMPANY

Attest:

[Signature]
Title:

By: [Signature]
Title:

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RECEIPT AND AGREEMENT

This will acknowledge receipt of a counterpart original of the above and foregoing Amendment as of the date set out hereinbelow. The undersigned Trustee represents and warrants that as disclosed by its records as of the date hereof, the Borrower identified in the Amendment is the sole owner of 100% of the beneficial interest in the Trust, subject to no liens, charges, encumbrances, collateral assignments, security interests or exceptions of any kind whatsoever, except a security assignment in favor of the Bank, dated as of May 24, 1983, as amended September 24, 1985.

Dated: 9/30/85

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally,
but solely as Trustee
under Trust Agreement dated
February 18, 1983 and known as
Trust No. 56928

Attest:


ASST Secretary

By: 
VICE President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Bonnie Jeanne Dillon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Breck Hansen personally known to me to be the Vice President of THE NORTHERN TRUST COMPANY, an Illinois banking corporation, and W. J. Pisanga personally known to me to be the Vice President of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Breck Hansen and _____ they signed and delivered the said instrument as Vice President and _____ of said Bank, and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority, given by the Board of Directors of said Bank, as their free and voluntary act, and as the free and voluntary act and deed of said Bank's _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of September, 1985.

Bonnie Jeanne Dillon
Notary Public

My Commission Expires:

January 30, 1989

CLERK OF COOK COUNTY Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MAXINE J. PEARSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM personally known to me to be the Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee as aforesaid, and SUZANNE G. DANLY personally known to me to be the Asst. Secretary of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst. Secretary, they signed and delivered the said instrument as Vice President and Asst. Secretary of said Bank, pursuant to authority given by the Board of Directors of said Bank, as Trustee as aforesaid, as their free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of September, 1985.

Maxine J. Pearson
Notary Public

My Commission Expires:

My Commission expires November 20, 1987

NOTARY OF COOK COUNTY Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, BONNIE JEANNE DILLON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the within named ALBERT H. SCHERB, JR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of SEPTEMBER, 1985.


Notary Public

My Commission Expires:

January 30, 1989

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EXHIBIT 1

Legal Description of the Land

SUB-LOT 1 IN WADWORTH'S SUBDIVISIONS OF THE WEST 3/4 OF LOT 2 AND 3 AND THE NORTH 3/4 OF LOT 4 IN BLOCK 20 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Assessment Index No: 17-09-414-001
211 W. Wicker Drive.
Chicago, Illinois

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