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(3)

Prepared by and after recording return to:
Joel S. Kasanov
FOCUS REAL ESTATE FINANCE CO.
200 West Madison Street
Chicago, Illinois 60606

MAIL TO

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of October 15, 1990 by, between and among:

HARRIS BANK GLENCOE - Northbrook, not personally but as Trustee under Trust Agreement dated June 1, 1990 and known as Trust Number L-438, whose post office address is **333 Park Avenue, Glencoe, Illinois, 60022** (the "Borrower");

101 West Grand Associates Limited Partnership, an Illinois limited partnership, whose post office address is **54 West Hubbard, Suite 100, Chicago, Illinois, 60610** (the "Beneficiary"); and

FOCUS REAL ESTATE FINANCE CO., a Delaware corporation, whose post office address is **200 West Madison Street, Suite 500, Chicago, Illinois, 60606** (the "Lender").

DEPT-01 RECORDING $39.50
T#4444 TRAN 4389 10/30/90 11:38:00
#6320 # D *-90-528750
COOK COUNTY RECORDER

Recitals:

A. Lender is the owner and holder of a certain Mortgage Note (the "Note") dated as of May 25, 1985, executed by **LASALLE NATIONAL BANK**, a national banking association, not personally but as Trustee under Trust Agreement dated **September 4, 1984** and known as Trust Number **108841** (the "Original Mortgagor") payable and delivered to Lender in the stated principal amount of **FIVE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($5,575,000.00)** which Note was thereafter modified pursuant to that certain Modification of Mortgage Note dated as of January 22, 1987 pursuant to which the principal balance of the Note was increased from **FIVE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($5,575,000.00)** to **SIX MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($6,350,000.00)**. At the time of delivery of the Note to Lender **One Grand Place Venture**, an Illinois limited partnership, was the sole beneficiary ("Original Beneficiary") under the said Trust Agreement **108841** with the Original Mortgagor.

B. To secure the Note and to further evidence the Loan (the"Loan") contemplated thereby, Original Mortgagor and

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Original Beneficiary, as the case may be, heretofore have executed and delivered to the Lender:

(i) the Construction Mortgage listed and described in Part 1 of Schedule I attached hereto and made a part hereof by this reference (the "Mortgage") filed in the office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), which Mortgage encumbers the real property legally described in **EXHIBIT A** attached hereto and made a part hereof by this reference (the "Premises"); and

(ii) the other instruments evidencing said Loan and securing the Note, listed and described on Part 2 of **SCHEDULE I** attached hereto and made a part hereof by this reference, which, together with the Mortgage as modified hereby, the Restated Note (as hereinafter defined) and the new Loan security documents delivered concurrently herewith by Borrower and by Beneficiary, as the case may be, to Lender, but not specifically identified herein, are collectively referred to as the "Loan Documents".

C. To evidence the Loan and the modifications being made thereto, Borrower has executed and delivered to Lender an Amended and Restated Promissory Note dated as of the date hereof (the"Restated Note") which Restated Note amends and restates the Note in its entirety, a true and correct copy of which Restated Note is attached hereto as **EXHIBIT B**.

D. The outstanding principal balance of the Loan as evidenced by the Restated Note (the "Principal") is now **FIVE MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS ($5,287,634.00)**.

E. The entire (100%) Beneficial Interest under said Trust Agreement dated June 1, 1990 and known as Trust Number **L-438**, with the Borrower as Trustee, is now vested in the Beneficiary. Under Paragraph 16 of the Mortgage, captioned "Restrictions on Transfer", Original Mortgagor and Original Beneficiary are prohibited from making any "Prohibited Transfer" as said term is defined in said paragraph.

F. To induce the Lender to consent to the transfer of title to the Premises by the Original Mortgagor to the Borrower, for the benefit of the Beneficiary under the Trust Agreement, and to maintain the first priority liens and security interests of the Lender given to secure the Loan, the Borrower and the Beneficiary have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby

acknowledged, and intending to be legally bound hereby, the Borrower, Beneficiary and Lender hereby agree as follows:

1. Subject always to the exculpation from personal liability contained in Paragraph 13 below:

(a) Borrower agrees to pay the principal and all accrued interest and all other sums and charges which become due under the Restated Note and the Loan Documents in accordance with the terms thereof;

(b) Borrower and Beneficiary agree to perform all of the obligations and indemnities and observe all of the conditions provided in the Restated Note and the Loan Documents to be performed by the Original Mortgagor or Original Beneficiary thereunder, at the time, in the manner and all respects as therein provided; and

(c) Borrower and Beneficiary, in general, agree to be bound by all of the terms of the Restated Note and the Loan Documents with the same force and effect as though the Loan Documents had all been made, entered into, executed and delivered by the Borrower and Beneficiary.

2. Borrower and Beneficiary hereby grant to the Lender a security interest in and to any "Sums on Deposit" and "Collateral" as those terms are defined in the Mortgage which sums shall include but not be limited to the Working Capital Proceeds as defined in the Disbursement Agreement dated as of the date hereof and executed by Borrower, Beneficiary and Lender (the "Disbursement Agreement").

3. Borrower and Beneficiary represent that, except for bankruptcy laws, moratorium laws and other laws of general applicability governing the rights of debtors and creditors:

(a) Borrower and Beneficiary each has full right, power and authority to enter into this Agreement and to perform and observe all of the obligations and conditions contained in the Restated Note and the Loan Documents;

(b) the Restated Note and the Loan Documents are valid, binding and enforceable against the Borrower and Beneficiary, as the case may be, in accordance with their terms, subject to any exculpation provisions which may be contained therein and any further modification of said documents contained in this Agreement;

(c) enforcement of the Restated Note and Loan Documents is not subject to any defense based upon usury, capacity of the Borrower or Beneficiary, as the case may be, or otherwise;

(d) full principal and interest due or to become due under the Restated Note and the Loan Documents may be collected without any claim, defense or set-off by reason of applicable usury or other debtor protection laws;

(e) there is no litigation pending or, to the best knowledge of Borrower and of Beneficiary, threatened against Borrower or Beneficiary or any general partner thereof which, if adversely decided, could have a material adverse affect upon the business, assets or affairs of Beneficiary or any general partner thereof; and

(f) the execution, delivery and performance of this Agreement and the obligations of the Borrower and Beneficiary hereunder and under the Restated Note and Loan Documents do not and shall not violate any agreement or other instrument or any order or judgment of any court or administrative or arbitral agency having jurisdiction over the Borrower, Beneficiary or any general partner thereof or the assets of the Borrower, Beneficiary or any general partner thereof.

4. The Premises, Collateral, Sums on Deposit, Working Capital Proceeds and all other security for the Loan are and shall remain subject to the liens, security interests, charges, and encumbrance of the Mortgage and the Loan Documents; and nothing herein contained or done pursuant hereto shall adversely affect nor be construed to affect the liens, security interests, charges and encumbrance of the Mortgage or the Loan Documents or the priority or perfection thereof as first and prior liens, security interests, charges and encumbrance against the Premises and the other collateral encumbered by the Loan Documents.

5. This Agreement shall be effective only after all of the following conditions precedent have been complied with:

(a) This Agreement shall have been recorded in the office of the Recorder of Deeds of Cook County, Illinois;

(b) First American Title Insurance Company of the Midwest shall have issued an ALTA Loan Policy satisfactory to Lender, insuring the validity and priority of the lien of the Mortgage, as modified hereby, containing those endorsements and subject only to those exception to title acceptable to the Lender;

(c) Lender shall have received those new other Loan Documents required by Lender to maintain the perfected first priority lien and security positions enjoyed by the Lender prior to conveyance of title to the Premises by the Original Mortgagor to the Borrower;

(d) Borrower shall have provided the insurance coverages required under the Loan Documents; and

(e) Borrower has paid or caused to be deposited with Lender the Working Capital Proceeds in the amount of NINE HUNDRED THOUSAND DOLLARS ($900,000.00) as provided for in the Disbursement Agreement.

6. The term "Note" as used in the Mortgage, and Loan Documents shall mean the Restated Note.

7. The Mortgage shall be amended and restated as follows:

(a) Effective as of the date of this Agreement, the maturity date set forth in the second full paragraph on page 1 shall be extended to October 31, 1994, subject to further extension as provided for in the Restated Note.

(b) All references in the Mortgage to the "Loan Agreement" and "Project Budget" shall be deleted. All references to the Loan Agreement shall hereinafter refer to the "Disbursement Agreement" and all references to the "Project Budget" shall refer to the "Approved Cost Analysis" which is attached to the Disbursement Agreement.

(c) The following clause shall be added to paragraph (12): "No leases shall be executed after the date hereof with respect to the Premises unless the rental is in accordance with the requirements herein set forth, and with tenants and on lease forms acceptable to Mortgagee. No material deviation shall be made from any lease form approved by Mortgagee without Mortgagee's prior written consent. Neither Mortgagor nor its beneficiary shall agree to rental concession(s) in any lease where the value thereof (inclusive of all concessions howsoever formulated) exceeds a sum equal to rental abatement equal to two (2) months for each lease year plus a thirty dollar ($30.00) per square foot build-out allowance. Mortgagor's beneficiary agrees to determine rentable leasehold areas based upon BOMA standards for rentable and net rentable area and shall not make or cause any leases to be made for retail uses with net rental rates less than $14.00 per square foot per year or for office uses for rental rates less than $11.00 per square foot per year (prior to application of abatement or other concession).

Any use of the Premises other than for retail, office, or storage shall in any event be deemed a "material deviation" from the approved lease form. Mortgagee shall notify Mortgagor within five (5) business days subsequent to the date written notice is received by Mortgagee as to whether or not it will consent to or approve any matter respecting the Leases as provided for herein. Mortgagor and

Mortgagee agree as follows with respect to the approval by Mortgagee of Leases and the form and substance contained therein:

(i) the consent of Mortgagee shall not be required for any Leases executed after the date hereof which do not materially deviate from any lease form previously approved in writing by Mortgagee and satisfies the lease rate parameters contained in this paragraph provided, however, Mortgagee shall be given true and correct copies of all such leases upon execution thereof;

(ii) Mortgagee shall notify Mortgagor within five (5) business days subsequent to the date written notice is received by Mortgagee as to whether or not it will consent to or approve any material deviation from a previously approved lease form or any deviation from the lease rate parameters contained in this paragraph;

(iii) in the event Mortgagee has approved a deviation from the lease rate parameters for a particular lease and thereafter Mortgagor requests the consent of Mortgagee to a material deviation of a previously approved lease form with respect to the same lease, Mortgagee shall notify Mortgagor within four (4) business days subsequent to the date written notice is received by Mortgagee as to whether or not it will consent to or approve such deviation.

(iv) Mortgagee shall not unreasonably withhold its consent to execution of Non-Disturbance and Attornment Agreements when requested by Mortgagor."

(d) Paragraph (6) of the Mortgage shall be deleted in its entirety and replaced by the following:

"Insurance

6. Until the indebtedness secured hereby is fully paid, all buildings and improvements upon the Premises and all fixtures, equipment and property therein contained or installed shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies in such amounts and for such periods as may from time to time be required by Mortgagee. All insurance shall be written in policies and by insurance companies approved by Mortgagee. All policies of insurance and renewals thereof shall contain standard noncontributory mortgagee clauses or loss payable clauses to the Mortgagee or naming the Mortgagee as an additional insured and shall provide for at least 30 days prior written notice of cancellation to Mortgagee without cost to the Mortgagee as well as a waiver of subrogation endorsement, all as required by the Mortgagee, in form and content acceptable to Mortgagee. At Mortgagee's option all policies (or certified copies thereof along with

certificate(s) of insurance in form and substance acceptable to Lender) shall, with all premiums fully paid, be delivered to Mortgagee as issued at least thirty (30) days before the expiration of old policies and shall be held by Mortgagee until all sums hereby secured are fully paid. Upon request by Mortgagee, Mortgagor shall furnish Mortgagee evidence of the replacement cost of the Premises without cost to the Mortgagee. In case of sale pursuant to a foreclosure of this Mortgage or other transfer of title to the Premises and extinguishment of the indebtedness secured hereby, complete title (to extent allowable by the issuer of such policies) to all policies held by Mortgagee and to all prepaid or unearned premiums thereon shall pass to and vest in the purchaser or grantee. Mortgagee shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

Without in any way limiting the generality of the foregoing, Mortgagor covenants and agrees to maintain insurance coverage on the premises to include: (i) all risk coverage insurance (including vandalism and malicious mischief) for an amount equal to not less than ninety percent (90%) of the full replacement cost of the improvements and fixtures located on the Premises, written on are placement cost basis and with a replacement cost endorsement (without depreciation) and an agreed amount endorsement pertaining to the co-insurance clause. If at any time a dispute arises with respect to replacement cost, Mortgagor agrees to provide at Mortgagor's expense, an insurance appraisal prepared by an insurance appraiser approved by Mortgagee, establishing the full replacement cost in a manner satisfactory to the insurance carrier; (ii) rent loss insurance insuring against loss arising out of the perils insured against in the policy or policies referred to in Subsection (i) above, in an amount equal to not less than gross revenue from the Premises for twelve (12) months from the rental of all improvements now or hereafter forming part of the Premises, less any allocable charges and expenses which do not continue during the period of restoration; (iii) comprehensive general public liability and property damage insurance with a broad form coverage endorsement for an amount as reasonably required from time to time by the Mortgagee but not less than **THREE MILLION AND NO/100 DOLLARS ($3,000,000.00)** combined single limit for claims arising from any accident or occurrence in or upon the Premises; (iv) flood insurance whenever in the opinion of Mortgagee such protection is necessary and is available; (v) insurance covering pressure vessels, pressure piping and machinery, if any, and all major components of any centralized heating or air-conditioning systems located in the buildings and improvements forming part ofthe Premises, in an amount satisfactory to Mortgagee, such policies also to insure against physical damage to such buildings and improvements arising out of peril covered thereunder; (vi) such other

insurance that may be required from time to time by Mortgagee.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder.

(e) Paragraph (27) of the Mortgage shall be deleted in its entirety.

(f) The following shall be added to paragraph (34) of the Mortgage:

"Mortgagee and its representatives and agents shall have the right to make detailed inspections of the Premises for any Hazardous Substance (as hereinafter defined) from time to time at its sole expense until the Restated Note has been repaid in full."

(g) The following shall be added to the Mortgage as paragraph (40):

"40. Environmental Matters; Notice; Indemnity:

(a) Mortgagor will not, and Mortgagor's beneficiary will not, install, use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises, nor transport to or from the Premises, any Hazardous Substance (as defined below) nor allow any other person or entity to do so except in such limits as allowed by law and under conditions permitted by applicable laws, regulations and ordinances;

(b) Mortgagor and Mortgagor's beneficiary will keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any Environmental Law (as defined below);

(c) Mortgagor or Mortgagor's beneficiary will give prompt written notice to Mortgagee of:

(1) any proceeding, investigation or inquiry commenced by any governmental authority with respect to the presence of any Hazardous Substance on, under or about the Premises or the migration thereof to or from adjoining property;

(2) all claims made or threatened by any individual or entity against Mortgagor or Mortgagor's beneficiary or the Premises relating to any loss or injury allegedly resulting from any Hazardous Substance; and

(3) the discovery by Mortgagor or Mortgagor's beneficiary of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which might cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transfer ability or use of the Premises under any Environmental Law.

(d) Mortgagee shall have the right and privilege to: (i) join in and participate in, as a party if it so elects, any one or more legal proceedings or actions initiated with respect to the Premises under any Environmental Law; and to (ii) have all costs and expenses thereof (including without limitation Mortgagee's reasonable attorneys' fees and costs) paid by Mortgagor.

(e) Mortgagor shall protect, indemnify and hold Mortgagee and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, cost, expense and liability (including without limitation reasonable attorneys'fees and costs) directly or indirectly arising out of or attributable to the installation, use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Premises, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Premises; and (iii) the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the satisfaction, release or extinguishment of the lien of this Mortgage, including without limitation any extinguishment of the lien of this Mortgage by foreclosure or deed in lieu whereof.

(f) If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary or desirable under any applicable federal, state or local law, regulation or ordinance, governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, ground-water, surface water or soil vapor at, on, about, under or within the Premises or portion thereof, Mortgagor or Mortgagor's beneficiary shall within thirty (30) days after written demand for the performance by Mortgagee (or within such shorter time as may be required under applicable law, regulation, ordinance, order or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work to the extent required by law. All Remedial Work shall be performed by contractors approved in advance by Mortgagee and under the supervision of a consulting engineer approved in advance by Mortgagee. All costs and expenses of such Remedial Work (including,

without limitation, the reasonable fees and expenses of Mortgagee's counsel) incurred in connection with monitoring or review of the remedial Work shall be paid by Mortgager. If Mortgager shall fail or neglect to timely commence or cause to be commenced, or shall fail to diligently prosecute to completion, such Remedial Work, the Mortgagee may (but shall not be required to) cause such Remedial Work to be performed; and all costs and expenses thereof, or incurred in connection therewith (including, without limitation, the reasonable fees and expenses of Mortgagee's counsel), shall be paid by Mortgagor to Mortgagee forthwith after demand and shall be a part of the indebtedness secured hereby.

(g) (1) The term "Environmental Law" means and includes, without limitation, any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including, without limitation, each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"); the Federal Hazardous Materials Transportation Act, as amended; the Toxic Substance Control Act, as amended; the Illinois Environmental Protection Act, as amended; the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; and the rules, regulations and ordinances of the U.S. Environmental Protection Agency, the Illinois Environmental Protection Agency and the County, in which the Premises is located and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation thereof.

(2) The term "Hazardous Substance" means and includes, without limitation: (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws; (ii) those substances listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto); (iii) those other substances, materials and wastes which are or become regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and (iv) any material, waste or substance which is any of the following: (A) asbestos; (B) polychlorinated biphenyl; (C) designated or listed as a "hazardous substance" pursuant to 307 or 311 of the Clean Water Act (33 U.S.C. 1251 et. seq.); (D) explosive; or (E) radioactive.

(h) The words "and payable" shall be added after the word "due" and before the word "the" in paragraph 1(a);

(i) The words "notified of" in paragraph 3(B)(ii) shall be deleted and replaced with the words "served with";

(j) The words "or the assessment thereof" shall be added after the word "same" and before the word "or" in the second line of paragraph 4(B)(b);

(k) The words "(including a contest by a so-called "Certificate of Error" procedure)" shall be added after the word "Taxes" and prior to the word "provided" in the third line of paragraph 4(B);

(l) The amount of "TWENTY FIVE THOUSAND DOLLARS ($25,000.00)" wherever found in paragraph 9(a) and 9(b) shall be deleted and replaced with the amount of "SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00)";

(m) The last sixteen (16) words contained in paragraph 9(b) (ii) shall be deleted and replaced with: "Working Capital Proceeds designated in the Approved Cost Analysis (as such term is defined in the Disbursement Agreement)";

(n) The word "non" shall be inserted after the word "the" and before the word "Default" in the last line of paragraph 9(b);

(o) The words "Mortgagor and" shall be inserted before the word "Mortgagee" in the fourth line of the second paragraph of paragraph 11, and the following shall be added at the end of said second paragraph: "In the event of a disagreement between Mortgagor and Mortgagee as to whether the remaining portion of the Premises is a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then the determination of Mortgagee shall be controlling."

(p) The words "or any other document evidencing or securing the Loan" shall be added to the end of paragraph 15(a).

(q) The words "and payable" shall be added after the word "due" and before the word "whether" in the second line of paragraph 18;

(r) The following shall be added to paragraph 28: "Any Future Advances made pursuant to this paragraph shall be deemed to be only those advances (if any) made subsequent to the date hereof."

8. The addresses and parties to be given notice in paragraph (38) of the Mortgage shall be amended to provide as follows:

(a) If to Mortgagee:

Focus Real Estate Finance Co.
200 West Madison Street
Suite 500
Chicago, Illinois 60606
Attn: Michael A. Cohen, President

(b) If to Mortgagor:

Harris Bank Glencoe - Northbrook
333 Park Avenue
Glencoe, Illinois 60022
Attn: Land Trust Department

with copy to:

Mr. Albert M. Friedman
54 West Hubbard, Suite 100
Chicago, Illinois 60610

9. The following shall be added to paragraph (16) of the Mortgage:

"Notwithstanding the terms and provisions contained herein to the contrary, any of the following transfers shall be deemed consented to and approved without cost so long as Albert M. Friedman retains at least five percent (5%) of the ownership interest in Mortgagor's beneficiary and remains actively involved in the redevelopment and management of the Premises as the sole or controlling shareholder of the general partner of Mortgagor's Beneficiary:

(i) transfers between or among partners of Mortgagor's beneficiary;

(ii) withdrawal or addition of partners to Mortgagor's beneficiary;

(iii) transfers of partnership interests in Mortgagor's beneficiary to living trusts created by the partners of said beneficiary for the benefit of their respective families, so long as during the lifetime of the transfer or (not otherwise legally disabled) the transferor retains control over the trust;

(iv) transfers of partnership interests in the Mortgagor's beneficiary by will or intestacy;

(v) transfers of the outstanding shares of stock in the general partner of Mortgagor's beneficiary so long as Albert M.Friedman retains voting control of such general partner.

The death or legal disability of Albert M. Friedman shall not be deemed an Event of Default hereunder unless a controlling shareholder of the general partner of Mortgagor's beneficiary acceptable to Mortgagee, in its sole discretion, is substituted for him within one hundred twenty (120) days of such death or disability."

10. Paragraph (35) of the Mortgage entitled "Financial Statements" shall be deleted in its entirety and replaced with the following:

"35. Financial Statements: The beneficiary of Mortgagor shall keep and maintain books and records of account with respect to the Premises in accordance with generally accepted accounting practices consistently applied. Mortgagor's beneficiary shall furnish, or cause to be furnished to Mortgagee, the monthly operating statements for the Premises certified as correct by Beneficiary's general partner and containing a detailed statement of income and expenses. Mortgagor's Beneficiary shall also furnish Mortgagee annually at the time of filing of such beneficiary's original federal tax return respecting the Premises (including the return for the partial year of Loan closing and payoff) a copy of each such return, showing the same to have been prepared by a certified public accountant of recognized standing in the accounting profession, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. Mortgagor's beneficiary shall also certify to Mortgagee that each such return is true and correct.

11. The following paragraph is hereby added to the Mortgage as paragraph (41):

"41. Disbursement Agreement: Mortgagor and its beneficiary have executed and delivered to and with Mortgagee the Disbursement Agreement relating to the construction of certain improvements upon the Premises and payment of other costs and expenses relating to the Premises. The Disbursement Agreement is hereby incorporated herein by this reference as fully and with the same effect as if set forth herein at length. This Mortgage secures the due and punctual performance, observance and payment by Mortgagor of all of the terms conditions, provisions and agreements provided in the Disbursement Agreement to be performed, observed or

paid by Mortgagor or its beneficiary, or both, as the case may be. Mortgagor hereby agrees duly and punctually to perform, observe and pay all of the terms, conditions, provisions and payments provided for in the Disbursement Agreement to be performed, observed or paid by Mortgagor. In the event of express and direct contradiction between any of the terms and provisions contained in the Disbursement Agreement and any of the terms and provisions contained herein, then the terms and provisions contained in the Disbursement Agreement shall control."

12. Except as hereby modified, the Mortgage and Loan Documents and all terms and provisions thereof are hereby ratified and confirmed. Except as expressly modified hereby, the Mortgage and the Loan Documents remain in full force and effect in accordance with their original tenor. Nothing contained in this Agreement shall in any way be deemed or construed to:

(i) waive, impair or annul the lien or priority of lien or security granted to Lender by the Mortgage or the Loan Documents;

(ii) waive, impair or annul any other security now held by Lender to secure repayment of the Loan evidenced by the Restated Note;

(iii) alter, waive, annul, vary nor affect any provision, condition or covenant contained in the Mortgage of any of the Loan Documents except as herein expressly provided; nor

(iv) waive, impair or annul any rights, remedy, privilege, power or option granted to Lender in the Restated Note, the Mortgage or any Loan Documents or by law or otherwise.

13. Anything herein to the contrary notwithstanding, the parties hereto expressly understand and agree that any representations, covenants, undertakings, indemnities, warranties and agreements herein made on the part of **HARRIS BANK GLENCOE NORTHBROOK**, not personally but as Trustee as aforesaid, while in form purporting to be representations, covenants, indemnities, warranties, undertakings and agreement of **HARRIS BANK GLENCOE NORTHBROOK** as trustee as aforesaid, are nevertheless each and every one of them not made by **HARRIS BANK GLENCOE NORTHBROOK** personally or for the purpose or with the intention of binding **HARRIS BANK GLENCOE NORTHBROOK** personally, but are made by **HARRIS BANK GLENCOE NORTHBROOK** solely in the exercise of the powers conferred upon and vested in it as Trustee under the Trust Agreement aforesaid, and that no personal liability or personal repsonsibility is assumed by nor shall at any time be

asserted or enforceable against **HARRIS BANK GLENCOE NORTHBROOK** or against the beneficiary personally on account of this instrument or on account of any representation, covenant, undertaking, indemnity, warranty or agreement of the trustee or Beneficiary in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by every person now or hereinafter claiming any right or security hereunder; but nothing herein contained shall relieve the liability expressly assumed by Beneficiary under the CERTIFICATE AND AGREEMENT executed by Beneficiary in connection herewith.

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

BORROWER:

HARRIS BANK GLENCOE - NORTHBROOK not personally but as Trustee as aforesaid

By: Mary A. Snyder

Its: Asst Trust Officer

ATTEST:

By: Robin L. Gouinac

Its: (Assistant) Secretary Credit Department Officer

BENEFICIARY:

101 West Grand Associates Limited Partnership, an Illinois limited partnership

By: _____

Its: _____

LENDER:

FOCUS REAL ESTATE FINANCE CO., a Delaware corporation

By: _____

Its: _____

ASMOD\(J3)

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 15th day of ~~August~~ October, 1990, by Albert M. Friedman, President of 101 West Grand Corporation, an Illinois corporation, as the sole general partner of 101 West Grand Associates Limited Partnership, an Illinois partnership, on behalf of the partnership, as general partner as aforesaid.

"OFFICIAL SEAL"
STEPHEN S. MESSUTTA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES

NOTARY PUBLIC

My commission expires: _____, 19___.

90528750

~~This document is made by Harris Bank Glencoe-Northbrook National Association (hereinafter referred to as the Bank) as Trustee, and accepted upon the express~~ understanding that the Bank enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Bank because of, or on account of, the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the Bank be held personally liable upon or in consequence of any of the covenants of this document, either expressed or implied.

IN WITNESS WHEREOF, Harris Bank Glencoe-Northbrook N. A. not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its _____.

HARRIS BANK GLENCOE-NORTHBROOK N.A.

Not personally, but as Trustee under Trust No. _____

(CORPORATE SEAL)

By: _____

Trust Officer

ATTEST: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, BRADLEY FIELD, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that MARY A SNYDER Asst Trust Officer of HARRIS BANK GLENCOE-NORTHBROOK NATIONAL ASSOCIATION, and ROBERT GORDIJAK, Credit Dept. Officer, Asst of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Credit Department Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth, and the said Asst Trust Officer did also and there acknowledge that he, as custodian of 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, for the uses and purposes therein set forth.

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Given under my hand and Notarial Seal this 17TH day of OCTOBER, 1990

"OFFICIAL SEAL"
(NOTARIAL SEAL)
Bradley Field
Notary Public, State of Illinois
Cook County
My Commission Expires 8/4/94

My commission expires 8-4-94

-15a-

Form 84-102 BANKCRAFT

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asserted or enforceable against **HARRIS BANK GLENCOE NORTHBROOK** or against the beneficiary personally on account of this instrument or on account of any representation, covenant, undertaking, indemnity, warranty or agreement of the trustee or Beneficiary in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by every person now or hereinafter claiming any right or security hereunder; but nothing herein contained shall relieve the liability expressly assumed by Beneficiary under the CERTIFICATE AND AGREEMENT executed by Beneficiary in connection herewith.

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

BORROWER:

HARRIS BANK GLENCOE - NORTHBROOK not personally but as Trustee as aforesaid

By:_____

Its:_____

ATTEST:

By:_____

Its: (Assistant) Secretary

BENEFICIARY:

101 West Grand Associates Limited Partnership, an Illinois limited partnership

By:_____

Its:_____

LENDER:

FOCUS REAL ESTATE FINANCE CO., a Delaware corporation

ATTEST:

By:_____

Its: Secretary

By:_____

Its:_____

ASMOD\(J3)

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, WAYNE BENNETT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael A. Cohen, and Joel S. Kasanov, personally known to me to be the President and Secretary respectively of FOCUS REAL ESTATE FINANCE CO., a Delaware corporation, 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 President and Secretary of said Corporation, they signed and delivered the said instrument as President and Secretary of said Corporation, and caused the coporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24TH day of October, 1990.

NOTARY PUBLIC

My Commission expires:

NOTARY/(GL)

"OFFICIAL SEAL"
Wayne Bennett
Notary Public, State of Illinois
My Commission Expires 6/16/91

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"OFFICIAL SEAL"
Wayne Benoit
Notary Public, State of Illinois
My Commission Expires 5/15/

SCHEDULE I

Part 1: Description of the Mortgage

Item No.	Caption of Document	Date of Document	Document No.
1.	Construction Mortgage	May 25, 1985	85044060
2.	Modification of Construction Mortgage	January 22, 1987	87162622
3.	Second Loan Modification Agreement	January 18, 1988	88061420
4.	Third Loan Modification Agreement	March 10, 1988	88255600

Part 2: Description of the "Other Loan Documents"

1.	Collateral Assignment of Leases and Rents given by Mortgagor and Beneficiary to Lender	May 25, 1985	85044061 as modified by document 87162623
2.	Security Agreement	May 25, 1985	Unrecorded
3.	UCC-1 and UCC-2 Financing Statements given by Mortgagor to Lender		2007277* 85U16693
4.	UCC-1 and UCC-2 Financing Statements given by Beneficiary to Lender		2007276* 2104256* 85U15693

* Filed with Illinois Secretary of State

EXHIBIT A
LEGAL DESCRIPTION

Property Address: 101 West Grand Avenue
Chicago, Illinois

Permanent Real Estate Tax Index Number: 17-09-246-009

THE EAST 1/2 OF LOT 14 AND ALL OF LOTS 15 AND 16 IN BLOCK 11 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT 9B 5 2 8 7 6 COPY

10/10/90 JSKXXXA0.007

AMENDED AND RESTATED PROMISSORY NOTE

$5,287,634.00 **Dated as of October 15, 1990**

W I T N E S S E T H:

WHEREAS, **LASALLE NATIONAL BANK**, not personally, but as Trustee under that certain Trust Agreement dated September 4, 1984, and known as Trust Number 108841 (hereinafter referred to as the "LaSalle Trust") executed and delivered to the order of **FOCUS REAL ESTATE FINANCE CO.**, a Delaware corporation ("Payee"), a Promissory Note (the "Promissory Note") dated May 25, 1985 in the original principal amount of **FIVE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND and no/100 DOLLARS ($5,575,000.00)**; and

WHEREAS, the Promissory Note was modified pursuant to that certain Modification of Mortgage Note dated as of January 22, 1987 executed by the **LASALLE TRUST** in favor of Payee and pursuant to which the principal amount of the Promissory Note was increased from Five Million Five Hundred Seventy-Five Thousand Dollars ($5,575,000.00) to **SIX MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS and no/100** ($6,350,000.00); and

WHEREAS, the Promissory Note was further modified pursuant to that certain Second Loan Modification Agreement dated as of January 18, 1988 pursuant to which the Maturity Date of the Promissory Note was extended to March 11, 1988; and

WHEREAS, the Promissory Note was further modified pursuant to that certain Third Loan Modification Agreement dated as of March 10, 1988 pursuant to which the Maturity date of the Promissory Note was extended to June 30, 1988; and

WHEREAS, the outstanding principal amount (the "Principal Amount") of the Promissory Note as of the date hereof is **SIX MILLION THREE HUNDRED FIFTY THOUSAND and no/100 DOLLARS ($6,350,000.00)** plus the amount of accrued interest, late charges, default interest and other costs and expenses due and owing under the Promissory Note (the "Other Charges"); and

WHEREAS, the Promissory Note is secured by among other things, a Construction Mortgage dated May 25, 1985 as thereafter amended on January 22, 1987, January 18, 1988 and March 10, 1988, (the "Mortgage") made by the LaSalle Trust in favor of Payee, conveying certain real estate in the State of Illinois and more particularly described in the Mortgage (the "Premises"); and

WHEREAS, the Premises, as of the date hereof, have been conveyed to Harris Bank Glencoe - Northbrook as Trustee under Trust Agreement dated June 1, 1990 and known as Trust No. L-438 (hereinafter referred to as the "Maker"); and

WHEREAS, in consideration of Payee's consent to the conveyance of the Premises from the LaSalle Trust to Maker and Maker's payment to Payee in the amount of **TWO HUNDRED THOUSAND and no/100 DOLLARS ($200,000.00)** (which payment has been applied by Payee to the "Other Charges") Maker has agreed to be bound by the terms and conditions provided for in this **AMENDED AND RESTATED PROMISSORY NOTE**; and

WHEREAS, Payee has agreed to reduce the outstanding principal balance of the Promissory Note from Six Million Three Hundred Fifty Thousand and no/100 Dollars to **FIVE MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED THIRTY-FOUR and no/100 DOLLARS ($5,287,634.00)**; and, after application of the aforesaid **TWO HUNDRED THOUSAND DOLLARS ($200,000.00)** payment to the Other Charges, to waive all Other Charges due and owing by the LaSalle Trust under the Promissory Note up to the date hereof; and

WHEREAS, Maker desires to evidence the indebtedness evidenced by the Promissory Note by amending and restating the Promissory Note in its entirety as hereinafter set forth;

"FOR VALUE RECEIVED, the undersigned **HARRIS BANK GLENCOE-NORTHBROOK**, a national banking association, not personally, but as Trustee under Trust Agreement dated **June 1, 1990**, and known as Trust No. **L-438** (hereinafter referred to as "Maker"), hereby promises to pay to the order of **FOCUS REAL ESTATE FINANCE CO.**, a Delaware corporation (hereinafter referred to as "Payee"), at the office of **FOCUS REAL ESTATE FINANCE CO.**, 200 West Madison Street, Suite 500, Chicago, Illinois 60606, or at such other place as the holder hereof may from time to time designate in writing, the principal sum of **FIVE MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED THIRTY-FOUR and no/100 DOLLARS ($5,287,634.00)** and interest thereon as herein provided both principal and interest to be paid in lawful money of the United States of America, as follows:

Payments of accrued interest only on the outstanding principal balance shall thereafter be made in arrears in forty-nine (49) successive monthly installments commencing on November 1, 1990, and on the 1st day of each and every month thereafter up to and including October 31, 1994, the first thirteen (13) installments thereof (for the period October 10, 1990 up to and including October 31, 1991 inclusive) to be computed and payable at the interest rate of two percent (2%) per annum; installments fourteen (14) through twenty-five (25) thereof (for the period November 1, 1991 up to and including October 31, 1992 inclusive) to be computed and payable at the interest rate of four percent (4%) per annum; installments twenty-six (26) through thirty-seven (37) thereof (for the period November 1, 1992 up to and including October 31, 1993 inclusive) to be computed and payable at the interest rate of eight percent (8%) per annum; installments thirty-eight (38) through forty-eight (48) thereof (for the period November 1, 1993 up to and including September 30, 1994 inclusive) at the interest rate of ten percent (10%) per annum and the final installment payable on October 31, 1994 (the "Maturity Date") to be in

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the full amount of principal and interest (computed and payable at the interest rate of ten percent (10%) per annum) then remaining unpaid. Interest shall be calculated on the basis of a 360-day year and the actual number of days elapsed in any portion of a month for which interest may be due.

All payments on account of the indebtedness evidenced by this Promissory Note shall be applied: (i) to interest at the Default Rate (as hereinafter defined), if applicable; (ii) next, to interest at the rate of two percent (2%) per annum on the unpaid principal balance for the period October 15, 1990 to October 31, 1991; interest at the rate of four percent (4%) per annum on the unpaid principal balance for the period November 1, 1991 to October 31, 1992; interest at the rate of eight percent (8%) per annum on the unpaid principal balance for the period November 1, 1992 to October 31, 1993; interest at the rate of ten percent (10%) per annum on the unpaid principal balance for the period November 1, 1993 to October 31, 1994; (iii) lastly, any remainder to reduce unpaid principal. Maker acknowledges that the monthly installments of interest payable hereunder, will not amortize the principal sum of the indebtedness by October 31, 1994, resulting in a "balloon payment" on said date of the entire unpaid principal balance and accrued unpaid interest.

Payment of this Note is secured by a Mortgage (the "Mortgage") dated May 25, 1985, as further amended on January 27, 1987, January 18, 1988, March 10, 1988 and October 15, 1990, to Focus Real Estate Finance Co., mortgagee, on real estate in the County of Cook, State of Illinois. This Promissory Note, the Mortgage, and all other instruments now or hereafter evidencing or securing the loan evidenced hereby are herein collectively sometimes referred to as the "Loan Documents". The Mortgage contains a "Due on Sale and Further Encumbrance" clause, which is incorporated herein by this reference.

Maker reserves the privilege to prepay all or part of the principal indebtedness evidenced hereby without premium or penalty on any installment payment date upon forty-five (45) days' prior written notice to the holder hereof. All partial prepayments of principal hereunder shall be made in multiples of $1,000.00.

In the event any installment of principal or interest due hereunder or any payment for taxes or insurance required under the Mortgage shall become overdue, Maker shall pay to the holder hereof a "late charge" of four cents ($.04) for each dollar overdue for a period in excess of five (5) days in order to defray part of the cost of collection.

It is hereby expressly agreed by Maker that time is of the essence hereof and that each of the following occurrences shall constitute a default under this Promissory Note:

(1) The failure of the Maker to:

(a) make any payment of any installment of principal or interest under this Promissory Note later than five (5) days after any date on which the same shall fall due and payable; or

(b) to comply with any of the other terms of this Promissory Note;

(2) The failure of Maker to make payment of any amount due the holder hereof under any Loan Documents other than this Promissory Note, on any date on which the same shall fall due and payable;

(3) The occurrence of any default under any of the Loan Documents other than this Promissory Note; and

(4) The right to foreclose the Mortgage shall accrue to the holder of this Promissory Note.

The holder hereof shall have the following rights, privileges, powers, options and remedies whenever any such default shall occur under this Promissory Note:

1. The entire unpaid principal balance of, and any unpaid interest then accrued on, this Promissory Note shall, at the option of the holder hereof and without demand or notice of any kind to the Maker or any other person, immediately become due and payable.

2. From and after the date of the occurrence of any such default and continuing until such default is fully cured or a judgment is entered foreclosing the Mortgage, the Maker promises to pay interest on the principal balance of this Promissory Note then outstanding at the rate ("Default Rate") of 3% over the applicable interest rate as provided for herein. The Maker agrees that such additional interest which has accrued shall be paid at the time of and as a condition precedent to the curing of such default; and if such default is not cured prior to entry of a judgment of foreclosure and sale, interest at the Default Rate from the occurrence of such default to the date of entry of judgment or foreclosure shall be included in such judgment. During the existence of any such default the holder of this Promissory Note may apply payments received on any amounts due hereunder or under the terms of the Loan Document as the holder may determine; and if the holder elects (notice of election being expressly waived by the Maker), the principal remaining unpaid with accrued interest shall at once become due and payable, as provided above.

3. The holder hereof shall have, and may exercise any and all rights, powers, privileges, options and remedies available at law or in equity and as provided in any of the Loan Documents.

Upon the occurrence of a default under the Loan Documents, or any of them, the Maker expressly agrees to pay all costs of collection and enforcement of every kind, including without limitation, all reasonable attorneys' fees, court costs, and expenses of every kind incurred by the holder hereof in connection with the protection or realization of any or all of the security for this Note, whether or not any lawsuit is filed with respect thereto.

The rights, powers, privileges, options and remedies of the holder hereof, as provided in this Promissory Note, in any of the Loan Documents, or otherwise available at law or equity, shall be cumulative

and concurrent, and may be pursued singly, successively or together at the sole discretion of the holder hereof, and may be exercised as often as occasion therefor shall occur. No delay or discontinuance in the exercise of any right, power, privilege, option or remedy hereunder shall be deemed a waiver of such right, power, privilege, option or remedy, nor shall the exercise of any right, power, privilege, option or remedy be deemed an election of remedies or a waiver of any other right, power, privilege, option or remedy. Without limiting the generality of the foregoing, the failure of the holder hereof promptly after the occurrence of any default hereunder to exercise its right to declare the indebtedness remaining unmatured hereunder to be immediately due and payable shall not constitute a waiver of such right in connection with any future default on the part of the Maker. Acceleration of maturity, once claimed hereunder by the holder, may, at the holders option, be rescinded by written acknowledgment to that effect, but the tender and acceptance of partial payment or partial performance alone shall not, by itself, in any way affect or rescind such acceleration.

Maker (and each guarantor hereof, if any) jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of dishonor, protest of any dishonor, notice of protest and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and they agree that the liability of each of them shall be joint, several and unconditional without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver or modification granted or consented to by the holder hereof; and Maker (and each guarantor hereof, if any) consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this Note, and to the release of any collateral given to secure the payment hereof, or any part thereof, with or without substitution, and agree that additional makers or guarantors may become parties hereto without notice to them or affecting their liability hereunder.

The holder hereof shall not by any acts of omission or commission be deemed to waive any rights or remedies hereunder unless such waiver be in writing and signed by the holder hereof, and then only to the extent specifically set forth therein; a waiver of one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

All notices, demands and requests given hereunder by the Maker or the holder hereof, shall be in writing and shall be either by: (i) hand delivery to the address for notices; (ii) delivery by overnight courier service to the address for notices; (iii) by certified mail, return receipt requested, addressed to the address for notices by United States mail, postage prepaid.

All notices shall be deemed received upon the earlier to occur of: (i) the hand delivery of such notice to the address for notices; (ii) one day after the deposit of such notice with an overnight courier service addressed to the address for notices; or (iii) three days after

depositing the notice in the United States mail as set forth in (iii) above.

All notices shall be addressed to the following addresses:

If to Maker: **HARRIS BANK GLENCOE-NORTHBROOK**
333 Park Avenue
Glencoe, Illinois 60022
Attn: Land Trust Department

With a copy to: **MR. ALBERT M. FRIEDMAN**
54 West Hubbard - Suite 100
Chicago, Illinois 60610

If to Payee: **FOCUS REAL ESTATE FINANCE CO.**
200 West Madison Street
Suite 500
Chicago, Illinois 60606
Attn: Michael A. Cohen, President

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

This Note is executed and delivered by Maker, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against the **HARRIS BANK GLENCOE-NORTHBROOK** personally or any person interested beneficially or otherwise in the property specifically described in the Mortgage or in the property of funds at any time subject to said Trust Agreement because or in respect of this Note or the making, issuance or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof; but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantors hereof (if any); and **FOCUS REAL ESTATE FINANCE CO.** and each successive holder hereof shall accept this Note upon the express condition that in case of default in the payment of this Note or any installment of principal or interest, the remedies of the holder hereof shall be any or all of:

(a) foreclosure of the Mortgage in accordance with the terms and provisions in the Mortgage set forth;

(b) action against any other security at any time given to secure the payment hereof; and

(c) action to enforce the personal liability of each guarantor of the payment hereof (if any), all at the sole discretion of the holder hereof as aforesaid.

The validity and interpretation of this Note shall be governed under the laws of Illinois."

This **AMENDED AND RESTATED PROMISSORY NOTE** amends and restates in its entirety the Promissory Note and evidences the outstanding

principal indebtedness thereunder in the amount of **FIVE MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED THIRTY-FOUR and no/100 DOLLARS ($5,287,634.00)** plus all interest and other sums which shall accrue and be due hereunder from and after the date hereof and, to that extent, is a replacement of said Promissory Note.

HARRIS BANK GLENCOE-NORTHBROOK, not personally but as Trustee as aforesaid

By:_____
Its:_____ President

ATTEST:

By:_____
Its:_____ Secretary