

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of May 1, 1991, by and between MFC COMPANY, INC., a Delaware corporation qualified to do business in the State of Illinois under the name MFC Properties Company, Inc. (the "Mortgagor"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Bank");

W I T N E S S E T H:

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WHEREAS, the Mortgagor and the Bank heretofore entered into the following documents (collectively, the "Documents"):

- (i) Commitment letter dated as of August 1, 1990 (the "Commitment"), from the Bank to the Mortgagor;
- (ii) Mortgage Note dated August 1, 1990 (the "Note"), from the Mortgagor to the Bank in the principal amount of \$2,500,000;
- (iii) Mortgage and Security Agreement dated as of August 1, 1990, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 31, 1990, as Document No. 90426754; and
- (iv) Assignment of Rents and Leases dated as of August 1, 1990, from the Mortgagor to the Bank, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 31, 1990, as Document No. 90426755, and

WHEREAS, the Documents encumber the real estate described in Exhibit A attached hereto and the personal property located thereon; and

Permanent Tax Index Numbers:

17-09-255-025
17-09-255-026

Address of Premises:

6 West Hubbard
Chicago, Illinois

This Instrument Prepared by and to be Returned After Recording to:

Alvin L. Kruse, Esq.
Seyfarth, Shaw, Fairweather & Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

COOK COUNTY ILLINOIS

1991 MAY 29 PM 2:28

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WHEREAS, the parties desire to make certain modifications and amendments to the Documents, as more fully provided for herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

Section 2. Extension of Maturity Date. The maturity date of the loan which is evidenced and secured by the Documents (the "Loan") is hereby extended from July 31, 1991, to September 30, 1991, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the date "July 31, 1991" is hereby changed to "September 30, 1991" each time it appears in the Documents.

Section 3. Increase in Loan. The amount of the Loan is hereby increased by the amount of \$500,000, from \$2,500,000 to \$3,000,000, and all of the Documents are hereby modified and amended accordingly. Without limitation on the generality of the foregoing, the amount "\$2,500,000" is hereby changed to "\$3,000,000" each time it appears in the Documents, and the amount "Two Million Five Hundred Thousand" is hereby changed to "Three Million" each time it appears in the Documents. The amount of the increase in the Loan shall be disbursed in accordance with the terms of the Commitment.

Section 4. Attachment to Note. The Bank may, and prior to any transfer by it of the the Note shall, attach a copy of this Agreement to the original Note and place an endorsement on the original Note making reference to the fact that such attachment has been made.

Section 5. Documents to Remain in Effect; Confirmation of Obligations; References. The Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Mortgagor hereby confirms and reaffirms all of its obligations under the Documents, as modified and amended herein. All references in the Documents to any one or more of the Documents, or to the "Loan Documents", shall be deemed to refer to such Document, Documents or Loan Documents, as the case may be, as modified and amended by this Agreement.

Section 6. Certifications, Representations and Warranties. In order to induce the Bank to enter into this Agreement, the Mortgagor hereby certifies, represents and warrants to the Bank that all certifications, representations and warranties contained in the Documents and in all certificates heretofore delivered to the Bank are true and correct as of the date hereof,

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and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Agreement.

Section 7. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 8. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 9. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 11. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 12. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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Section 13. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

MFC COMPANY, INC.

By Thomas W. Wadsworth
Title: President

THE NORTHERN TRUST COMPANY

By William P. Wadsworth
Title: President

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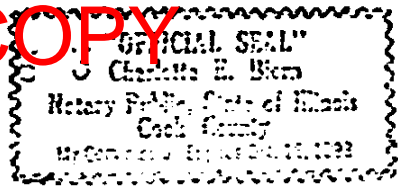
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6-7-2010 10:00:00 AM

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



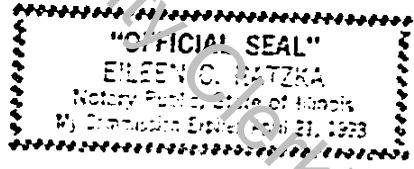
The foregoing instrument was acknowledged before me this 2^d day of May, 1991, by Thomas W. Walwood, of MFC Company, Inc., a Delaware corporation qualified to do business in the State of Illinois under the name MFC Properties Company, Inc., on behalf of the corporation.

Charlotte E. Biern
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 2^d day of May, 1991, by William C. Gatzka of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.

William C. Gatzka
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN BLOCK 8 IN WOLCOTT'S ADDITION TO CHICAGO IN COOK COUNTY, ILLINOIS SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN BLOCK 13 IN KINZIE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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