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MODIFICATION OF MORTGAGE AND JOINDER AGREEMENT

THIS MODIFICATION OF MORTGAGE AND JOINDER AGREEMENT (the "Agreement") dated as of 31st day of March , 1993 , by and between QUINCY HOMES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagor") with its principal office at 5100 W. Harrison, Chicago, Illinois 60649 and COMMUNITY INVESTMENT CORPORATION, with its principal office at 600 S. Federal Street, Suite 350 Chicago, Illinois 60605 (the "Mortgagee").

WITNESSETH:

WHEREAS, Morigagor and Mortgagee entered into a Revolving Construction Line of Credit Loan Agreement dated as of February 1, 1992 (the "Loan Agreement") providing for a loan (the "Loan") to be made, subject to and in accordance with the Loan Agreement, in connection with the acquisition and development in phases of certain real estate located in Cook County, Illinois; and

WHEREAS, pursuant to the Loan Agreement, at the time of the initial disbursement of the Loan. Mortgagor executed and delivered to Mortgages (i) a certain Revolving Credit Promissory Note in the original principal sum of up to \$3,328,000, evidencing the Loan, (ii) a certain Revolving Mortgage, Fixture Filing and Security Agreement with Assignment of Leases and Rents dated February 1, 1992 ("Mortgage"), which was recorded or March 6, 1992, in the office of the Recorder of Deeds Cook County, Illinois as , and (iii) certain other Loan Documents Document No. 92147895 relating to the Loan, as contemplated by the Loan Agreement; and

This instrument prepared by/ After recordation return to:

Mark W. Burns O to M Keck, Mahin & Cate 8300 Sears 1000 R Chicago, Illinois 60606

328-291, 74.02.658 3-28-292, 73, 28-268

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COOK COUNTY, ILLINOIS FILED FOR RECORD.

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WHEREAS, Mortgagor is acquiring additional real estate as legally described in <u>Exhibit A</u> attached hereto and incorporated herein by this reference (the "Property"), which real estate is to become a part of the Project (as defined in the Loan Agreement); and

WHEREAS, it is a condition to Mortgagee's funding of the Loan that any real estate acquired by Mortgagor and described in Exhibit A of the Loan Agreement be additional security for repayment of the Note and the performance of Mortgagor's obligations under the Loan Documents;

NOW THEREFORE, in consideration of the premises and the mutual promises of the parties, the receipt and sufficiency of which is hereby acknowledged by Mortgagor, it is hereby agreed as follows:

- 1. The receigning recitals are incorporated by this reference in and to this Agreement.
- 2. Mortgagor does hereby GRANT, BARGAIN, SELL, CONVEY AND MORTGAGE unto the Mortgagee, its successors and assigns, Mortgagor's estate in fer simple, forever, in the property legally described in Exhibit A attached hereto, and all other rights, titles and interests described in the Mortgage as constitutes the "Premises," to have and to hold unto the Mortgagee its successors and assigns forever for the uses and purposes set forth in the Mortgage. The Note, and the indebtedness, evidenced thereby, are secured by the Mortgage, as herein additied.
- 3. Mortgagor hereby represents that all representations, warranties and indemnifications contained in the Loan Agreement and the Mortgage remain true, correct, accurace, complete in all material respects, and unmodified and in full force and effect, and are deemed incorporated herein by this reference as though set forth in their entirety.
- 4. The lien of the Mortgage is hereby spread to that the Mortgage shall be and constitutes forever a first priority lien upon the Property, to secure the obligations under the Note, the Mortgage, as amended, the Loan Agreement, and the other Loan Instruments.
 - 5. The Mortgage is hereby expressly amended as follows:

The definitions of "Mortgaged Premises", "Property," and "Realty", in the Mortgage shall hereinafter include the real estate legally described in <u>Exhibit A</u> hereto.

6. The Mortgage is hereby modified only as set forth above and in all other respects is ratified by Mortgagor as being in full force and effect, and henceforth shall be and remain a valid lien

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against the real estate described in Exhibit A attached hereto and all improvements located or to be located hereon.

- 7. Contemporaneously with the execution and delivery hereof, Mortgagor shall pay or cause to be paid all recording fees, closing costs and expenses, including title insurance premiums and legal fees incurred by Mortgagee, incident to the transactions contemplated herein.
- 8. Mortgagor hereby acknowledges that (i) to the best of its knowledge, Mortgagor does not have any defense, offset or counterclaim with respect to the payment of any sum owed to Mortgage, or with respect to any covenant in the Loan Agreement, Mortgage or other Loan Instruments; (ii) Mortgagee, on and as of the date nereof, has fully performed all obligations to Mortgagor which may lave had or has on and as of the date hereof; (iii) by entering into this Agreement, Mortgagee does not waive any condition or obligation in the Loan Agreement, Mortgage or other Loan Instruments.
- 9. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- 10. This Agreement shall be binding upon and inure to the benefit of Mortgagor, Mortgagee and their respective successors and assigns.
- 11. If any provision of this Agreement shall be deemed to be invalid or is unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.
- 12. Any release of a portion of the Mortgaged Premises under the Mortgage, as hereby modified, shall not be deemed nor constitute a release of the Property described in Exhibit A attached hereto from the lien of the Mortgage without a specific reference to the release of the Property as set forth in Exhibit A.

QUINCY HOMES LIMITED PARTNERSHIP, an Illincia limited partnership

By: City Lands Corp., a
Delaware corporation, a
general partner

By: Susan M. McCann

Its: Sr. Vice President

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By: Shaw Homes, Inc., a Delaware corporation, a

general partney

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By: Trank Martin

Its: President

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a Delavara corp	poration, General Partner Tilinois limited partner	of Quincy Homes Limited ship and personally known
to me to be the	he same person whose name	mes is subscribed to the
foregoing lyair	iment as such : \\\\\\\\\\\\\\\	of the General Partner, ledged that he signed and
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free and volunt	tary act and deed of said	partnership for the uses
	erein set forth.	
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LEGALORY CANADA

Michael British Committee

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EXHIBIT A

Common Address:

4900 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description: THE WEST 46.5 FEET OF THE EAST 53.5 FEET (EXCEPT THE NORTH 8 FEET THEREOF TO BE DEDICATED AS PUBLIC ALLEY) OF LOT 27 (EXCEPT THAT PART THEREOF TAKEN FOR STREET) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 15-16-208-030-0000

Common Address:

. 4904 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description: THE WEST 46.5 FEET OF THE EAST 100 FEET (EXCEPT THE NORTH 8 FEET THERLOF TO BE DEDICATED AS PUBLIC ALLEY) OF LOT 27 (EXCEPT THAT PART THERLOF TAKEN FOR STREET) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH FART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-030-0000

Common Address:

4853-55 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description: LOT 1 AND EAST 15 FEET OF LOT 2 IN SNOW AND HILL'S SUBDIVISION OF LOT 26 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-211-007-0000

Common Address:

4912-20 WEST JACKSON, CHICAGO, ILLINOIS

Legal Description: THE WEST 10 FEET OF LOT 27 AND ALL OF LOTS 28, 29, 30, 37 IN S.E. GROSS SUBDIVISION OF LOTS 8, 9, 24 AND 25 IN THE SCHOOL TRUSTEE'S SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-211-030-0000

Common Address:

4901 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description: LOT 2 (EXCEPT THE EAST 15 FEET THEREOF) AND ALL OF LOT 3 AND THE EAST 10 FEET OF LOT 4 IN SNOW AND HILL'S SUBDIVISION OF LOT 26 OF SCHOOL TRUSTEES' SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-211-006-0000

Compared to the easy. alemande de la companión de company de la company 全域收到 的_是可能,如"我的人更要的,我的一点,你是一点,我的一个人的人["]"我好了,一个女女的女子,我们还有一个女 tak terminan lah lah ban telah dan berhatan tahun berhasi dan berhasi berhasi berasa berhasi berhasi berhasi b Allegender i eta garagoriak (g. 1.11). Brander i direnta birta di eta eta eta 11.11 di eta 11.11 di eta 11.11 देश बारक्ष्मकर्मा हो। एक असमेरिकाइम प्रमाधिक राष्ट्र के शाक्ष्म के प्राप्त है। rendo para la action de la composição de l 医乳头 医副锥虫病 化基酚 网络含金属人物物质有质的物 Campanggio e for a transcriptor ·数据集员内容的 网络拉克克斯 化电影电影电影医疗等 ga inghibbe, egitera syanada yati habi indad k kaj la gerona i uzonzveri la demokrati koja "di 分别性的 實際 医皮肤皮肤 人名西西斯 医多层性 化二氯 रहा देव होते. स्था तर होते स्था के अपने स्थान होते हैं कि प्रिक्त के स्थान होते हैं है है है है है है है है है 表情情情的。 (1945年) 1957年 1957年 1956年 1957年 1958年 1958年 1957年 19 than two tables of the solutions of the theory of the state of the solution of the solutions of the solutions of bearings in respect perfective and read to the first the country

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Common Address:

4828-38 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description:

LOTS 5, 6, 7 AND 8 IN FRANK T. TURNER'S SUBDIVISION OF LOT 6 (EXCEPT THE EAST 132 FEET THEREOF AND EXCEPT THE SOUTH 33 FEET THEREOF) IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-032-0000

Common Address:

4842-50 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description: LOTS 1, 2, 3 AND 4 IN FRANK T. TURNER'S SUBDIVISION OF LOT 6 (EXCEPT THE SAST 132 FEET THEREOF AND EXCEPT THE SOUTH 33 FEET THEREOF) IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-031-0000

Common Address:

4852-58 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description: THE EAST 100 FEET (EXCEPT THE NORTH 8 FEET THEREOF TO BE DEDICATED AS A PUBLIC ALLEY) OF LOT 27 (EXCEPT THAT PART THEREOF TAKEN FOR STREET) IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

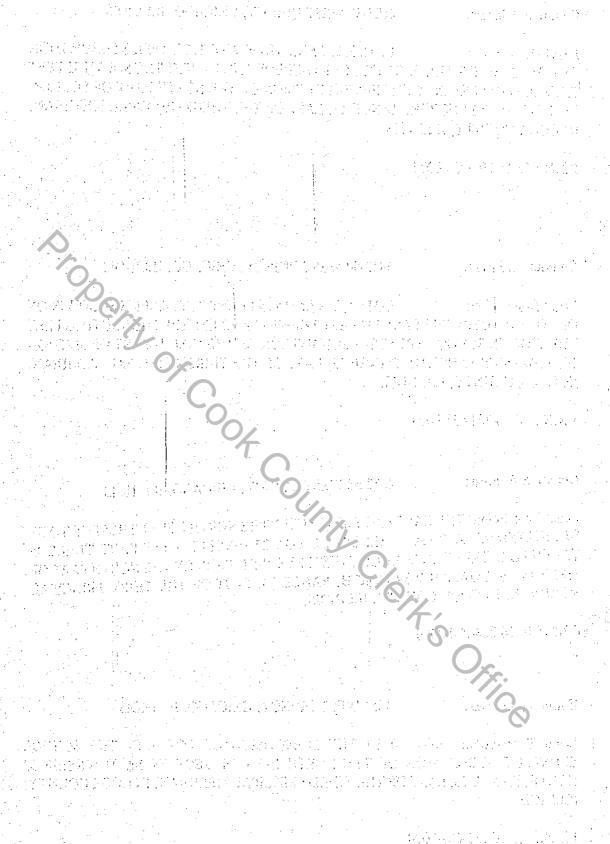
P.I.N.: 16-16-208-030-0000

Common Address:

4851 WEST QUINCY, CHICAGO, ILLINOIS

Legal Description: LOT 20 IN THE SUBDIVISION OF LOT 7 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-211-008-0000



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