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**SECOND NOTE AND
OTHER
LOAN DOCUMENTS
MODIFICATION
AGREEMENT**

DEPT-01 RECORDING \$47.00
T#0012 TRAN 0020 04/09/96 11:32:00
#5930 # ER *-96-265861
COOK COUNTY RECORDER

This space reserved for Recorder's use only.

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THIS SECOND NOTE AND OTHER LOAN DOCUMENTS MODIFICATION AGREEMENT (the "Agreement") dated as of the 21st day of March, 1996, by and among ATLANTIS PARTNERSHIP NO. 405, L.P., an Illinois limited partnership (the "Beneficiary"), LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee under Trust Agreement dated August 1, 1994 and known as Trust No. 118678, LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee under Trust Agreement dated August 1, 1994 and known as Trust No. 118802 and LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee under Trust Agreement dated August 1, 1994 and known as Trust No. 118803 (said Trustees collectively referred to herein as the "Land Trustee," and, together with the Beneficiary, the "Borrower"), with a mailing address of 135 South LaSalle Street, Room 311, Chicago, Illinois 60603, and LASALLE NATIONAL BANK, a national banking association ("Lender"), with a mailing address of 120 South LaSalle Street, Chicago, Illinois 60603.

WITNESSETH:

WHEREAS, on or about August 26, 1994, Lender made a loan (the "Loan") to Borrower in the amount of Twenty-Six Million Five Hundred Thousand Dollars (\$26,500,000.00) for the purpose of acquiring certain property described in Exhibit "A" attached

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This instrument prepared by,
and after recording return to:

Paul E. Fisher, Esq.
Rudnick & Wolfe
203 N. LaSalle St.
Chicago, IL 60601

Permanent Index Nos.: See Exhibit A attached hereto

Address of Premises: 405 North Wabash Avenue
Chicago, Illinois 60611

BOX 333-CTI

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Address: [Illegible]

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[Illegible vertical text]

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hereto (the "Premises") and to convert the existing 57-story, 697 unit building on the Premises to a condominium building (the "Project"); and

WHEREAS, to evidence the Loan, Borrower executed and delivered to Lender a Mortgage Note payable to Lender dated as of August 26, 1994 in the principal amount of Twenty-Six Million Five Hundred Thousand Dollars (\$26,500,000.00) ("Note"); and

WHEREAS, the Note is secured by a certain Mortgage ("Mortgage") dated as of August 26, 1994, executed by Land Trustee in favor of Lender, which Mortgage encumbers the Premises and was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on August 26, 1994 as Document No. 94758754; and

WHEREAS, the Loan is guaranteed by that certain Guaranty of Payment (the "Guaranty") dated as of August 26, 1994 and executed by Howard M. Robinson; and

WHEREAS, Borrower executed, in favor of Lender, a certain Collateral Assignment of Leases and Rents dated as of August 26, 1994 and recorded in the Recorder's Office on August 26, 1994 as Document No. 94758755 ("Assignment of Leases and Rents"); and

WHEREAS, Borrower and Lender also entered into a Loan Agreement dated as of August 26, 1994 ("Loan Agreement," and, together with the Note, Mortgage, Assignment of Leases and Rents and any and all other documents evidencing or securing the Loan, the "Loan Documents"); and

WHEREAS, on or about August 26, 1995, at the request of Borrower, Borrower and Lender entered into a certain Note and Other Loan Document Modification Agreement (the "First Modification"), thereby extending the maturity date of the Loan and otherwise modifying and amending the Loan Documents; and

WHEREAS, Borrower has requested that Lender extend the maturity date, as modified by the First Modification, of the Note from September 1, 1996 to March 3, 1997, and to make additional modifications and amendments to the Loan Documents; and

WHEREAS, no default or event which would constitute a default but for the passage of time or giving of notice, or both, exists under the Note or under the obligations of Borrower pursuant to the Loan Documents.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

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1. The foregoing recitals are hereby incorporated by reference into this Agreement. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. The Note, Mortgage, Loan Agreement and other Loan Documents, as modified by the First Modification, are hereby further modified to extend the maturity date thereof from September 1, 1996 to March 1, 1997.

3. The Note, Mortgage, Loan Agreement and other Loan Documents, as modified by the First Modification, are hereby further modified to substitute the stated principal amount of the Note, the Loan and the Other Loan Documents from Thirteen Million Two Hundred Sixty-Eight Thousand Five Hundred Dollars (\$13,268,500.00) to Nine Million Two Hundred Seventy-Eight Thousand Five Hundred Thirty-Nine and 76/100 Dollars (\$9,278,539.76).

4. The modifications provided for in this Agreement shall be effective only upon fulfillment of the following conditions by Borrowers:

(a) There exists no default or Default hereunder or under any of the Loan Documents.

(b) Issuance by Chicago Title Insurance Company of an endorsement (dated as of the date of recording of this Agreement) to the loan policy previously issued to Lender dated August 26, 1994 and bearing policy number 7525025, insuring Lender that the Mortgage, as amended hereby and by the First Modification, constitutes a valid first lien on the Premises to the extent of the stated principal amount of the Note as modified by this Agreement.

(c) Delivery to Lender of an opinion of counsel for Borrower in form and content satisfactory to Lender to the effect that: (i) this Agreement and the Reaffirmation and Modification of Guaranty (hereinafter defined) are valid, binding and enforceable in accordance with their respective terms, (ii) Borrower is in existence as an Illinois limited partnership and (iii) Borrower has taken all partnership actions necessary or required to execute this Agreement.

(d) Delivery to Lender of a Reaffirmation and Modification of Guaranty ("Reaffirmation and Modification of Guaranty") in form and content satisfactory to Lender.

5. Contemporaneously with the execution and delivery hereof, Borrower shall pay, or cause to be paid, all closing costs and expenses, including the fees of Lender's attorneys, incurred in connection with the transactions contemplated herein.

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6. Borrower hereby acknowledges that (i) as of the date hereof, Borrower has no defense, offset or counterclaim with respect to the payment of any sum owed to Lender, or with respect to any covenant in the Loan Documents; (ii) Borrower hereby remakes and ratifies all representations, warranties and agreements made by it in and upon the execution and delivery of the Note and the other Loan Documents; (iii) Lender, on and as of the date hereof, has fully performed all obligations to Borrower which it may have had or has on and as of the date hereof; and (iv) by entering into this Agreement, Lender does not waive any condition or obligation in the Loan Documents.

7. Nothing herein shall impair the Note or other Loan Documents or in any way alter, waive, annul, vary or affect any provision, condition or covenant therein contained, except as expressly herein provided, nor affect or impair any right, power or remedy of Lender, it being the intention of the parties hereto that the terms and provisions of the Note and other Loan Documents shall continue in full force and effect, except as expressly modified in connection herewith.

8. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

9. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment made or claimed by Borrower shall have any force or effect whatsoever, unless the same shall be reduced to writing and signed by the parties.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

11. This Agreement is executed by the undersigned Land Trustee, not personally, but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (but the undersigned represents and covenants that it possesses full power and authority, and that it has been properly directed, to execute this Agreement), and is payable only out of the assets of the trust estate held under the Trust Agreement creating Land Trustee, including property specifically described in the Mortgage. No personal liability shall be asserted or be enforceable against Land Trustee because or in respect of this Agreement or the making, issue or transfer hereof, all such liability, if any, being expressly waived by Lender; provided, however, that nothing contained herein shall limit, modify or reduce any liability of Land Trustee or any other party under any document or instrument other than this Agreement to pay any amounts due hereunder. The sole remedies of Lender shall be as provided in the Mortgage, the Loan Documents and any other documents given to secure the indebtedness evidenced by the Note, as amended hereby, in accordance with the terms and provisions contained therein, and/or by action to enforce the personal liability of the guarantor under the Guaranty or the Reaffirmation and Modification of Guaranty for the payment hereof or for the performance of

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any other agreements or undertakings made in connection with the indebtedness evidenced by the Note.

12. Notwithstanding anything contained in this Agreement, any Loan Document or any other document, instrument or agreement evidencing or governing the Loan or related thereto which might be interpreted to the contrary, no recourse (including recourse under any deficiency judgment) shall be had for any payment or performance of any obligations under this Agreement, any Loan Document or any other document, instrument or agreement evidencing or governing the Loan or relating thereto against (i) Beneficiary, (ii) any direct or indirect partner of the Beneficiary, (iii) any director, officer, trustee or employee of Beneficiary, (iv) any director, officer, trustee or employee of any direct or indirect partner in Beneficiary, or (v) any affiliate or controlling person of any of the foregoing or any of their respective assets; it being understood and agreed that except as explicitly provided below, recourse under this Agreement and any Loan Document shall be strictly limited to the Premises and the Project, the proceeds therefrom and any other collateral expressly subject to the lien of the Mortgage and the other Loan Documents. Notwithstanding the foregoing, Lender shall have the right to sue and recover from any of the foregoing parties responsible for any damage, loss, liability or expense (including attorneys' fees) suffered or incurred by Lender arising out of or attributable to (a) fraud or intentional or negligent waste of the Premises and the Project; (b) misapplication of insurance proceeds, condemnation awards, security deposits or rents, revenues, issues and profits from the Premises and the Project; or (c) violation of environmental laws, statutes, codes or regulations or liabilities to third parties arising out of or contributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or above the Premises and the Project of any materials, waste or substances defined or classified as hazardous or toxic under federal, state or local laws or regulations. Nothing in this paragraph shall be deemed to release, affect or impair the indebtedness evidenced by this Agreement or the security therefore or Lender's rights to enforce its remedies under the Loan Documents, including any remedy for injunctive or other equitable relief. In addition, nothing contained in this paragraph shall be deemed to release, affect or impair the liability or obligation of any guarantor under a guaranty entered into in connection with the Loan.

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10/10/2010


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IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the day and year first above written.

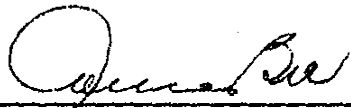
BORROWER:

**ATLANTIS PARTNERSHIP NO. 405,
L.P., an Illinois limited partnership**

By: **Atlantis River Plaza, Ltd., an
Illinois corporation, its general
partner**

By: 
Name: **Howard M. Robinson**
Title: **President**

**LASALLE NATIONAL TRUST, N.A.,
not personally, but solely as Trustee under
Trust No. 118678**

By: 
Name: **Cassanne Bok**
Title: **Trust President**

ATTEST:

By: 
Name: **NANCY A. STACK**
Its: **Assistant Secretary**

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Page 1
LASALLE NATIONAL TRUST, N.A.,
not personally, but solely as Trustee under
Trust No. 118802

By: *Corinne Bek*
Name: Corinne Bek
Title: Vice President

ATTEST:

By: *Nancy A Stack*
Name: NANCY A. STACK
Its: Assistant Secretary

LASALLE NATIONAL TRUST, N.A.,
not personally, but solely as Trustee under
Trust No. 118803

By: *Corinne Bek*
Name: Corinne Bek
Title: Vice President

ATTEST:

By: *Nancy A Stack*
Name: NANCY A. STACK
Its: _____

LENDER:

LASALLE NATIONAL BANK, a national
banking association

By: *Geoff A. Koss*
Name: Geoff A. Koss
Title: Commercial Banking Officer

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

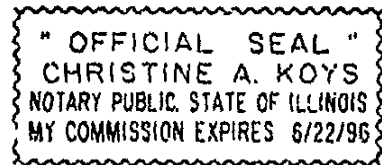
I, CHRISTINE A. KOYS, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Howard M. Robinson, President of Atlantis River Plaza, Ltd., the general partner of Atlantis Partnership No. 405, L.P., is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 22nd day of March, A.D., 1996.

Christine A. Koys
Notary Public

My Commission Expires:

June 22, 1996



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11/11/2011

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STATE OF ILLINOIS)

SS

COUNTY OF COOK *De Page*

I, HARRIET DENISEWICZ, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bak, Vice President, and NANCY A. STACK, ~~Assistant Secretary~~ of LaSalle National Trust, N.A., a national banking association, personally known to me to be acting not personally but as Trustee under Trust Agreement dated August 1, 1994 and known as Trust Number 118678, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and ~~Assistant Secretary~~ respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said ~~Assistant Secretary~~ then and there acknowledged that he/she, as custodian of the corporate seal of said Bank/Trust Company, did affix the corporate seal of said Bank/Trust Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

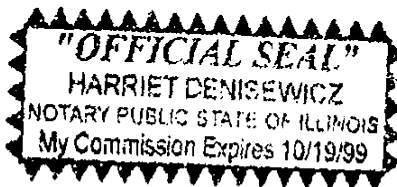
GIVEN under my hand and Notarial Seal, this 25th day of March, A.D., 1996.

Harriet Denisewicz

 Notary Public

96265861

My Commission Expires:



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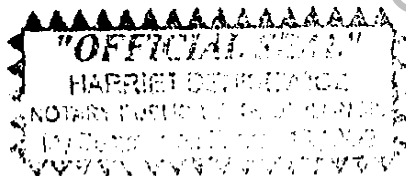
STATE OF ILLINOIS)

SS

COUNTY OF COOK *Do Not*

I, HARRIET DENISEWICZ, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek, Vice President, and NANCY A. STACH, Assistant Secretary, of LaSalle National Trust, N.A., a national banking association, personally known to me to be acting not personally but as Trustee under Trust Agreement dated August 1, 1994 and known as Trust Number 18302, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said Bank/Trust Company, did affix the corporate seal of said Bank/Trust Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 22nd day of March, A.D., 1996.



Harriet Denisewicz
Notary Public

My Commission Expires:

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STATE OF ILLINOIS)

COUNTY OF COOK *Per Page* SS

I, HARRIET DENISEWICZ, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bel, Vice President, and NANCY A STACK, ~~Assistant Secretary~~, of LaSalle National Trust, N.A., a national banking association, personally known to me to be acting not personally but as Trustee under Trust Agreement dated August 1, 1994 and known as Trust Number 18803, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and ~~Assistant Secretary~~ respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said ~~Assistant Secretary~~ then and there acknowledged that he/she, as custodian of the corporate seal of said Bank/Trust Company, did affix the corporate seal of said Bank/Trust Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 25th day of March, A.D., 1996.

Harriet Denisewicz

 Notary Public

96265861

My Commission Expires:



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Rae Rivero, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Geoff A. Koss, as ~~General Banking Officer~~ of LaSalle National Bank, a national banking association, is 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 22nd day of March, A.D., 1996.



Rae Rivero
Notary Public

My Commission Expires:

12/10/96

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EXHIBIT A

STREET ADDRESS: 405 NORTH WABASH
CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 17-10-132-001-0000 *to 04, 17-10-132-013 to 036, 17-10-132-037 1001 to 1677*

LEGAL DESCRIPTION:

PARCEL 1: LOTS 4, 6, 7, 10, 13, 14, 18, 21, 23, 24, 25, 26, 27, 28, 29, 30, 40, 42 AND 43 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2: LOTS 1, 2, 9, 11 AND 12 IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 3: UNIT NUMBERS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 201, 202, 203, 204, 207, 208, 209, 210, 211, 212, 213, 214, 301, 302, 307, 308, 309, 310, 311, 312, 313, 314, 315, 402, 403, 404, 407, 410, 411, 412, 413, 414, 501, 502, 503, 504, 509, 510, 511, 512, 513, 514, 515, 601, 603, 604, 607, 609, 610, 611, 614, 702, 703, 704, 710, 711, 712, 714, 715, 802, 804, 807, 808, 809, 811, 812, 813, 814, 903, 904, 908, 912, 913, 914, 1001, 1003, 1010, 1011, 1012, 1013, 1014, 1102, 1104, 1107, 1109, 1110, 1111, 1112, 1113, 1114, 1205, 1207, 1210, 1211, 1212, 1213, 1214, 1302, 1306, 1308, 1309, 1311, 1312, 1314, 1315, 1402, 1403, 1404, 1407, 1408, 1409, 1411, 1412, 1413, 1414, 1415, 1502, 1507, 1510, 1511, 1512, 1513, 1514, 1603, 1604, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1702, 1707, 1710, 1711, 1712, 1713, 1714, 1715, 1802, 1807, 1809, 1810, 1811, 1812, 1814, 1902, 1907, 1909, 1911, 1912, 1913, 1914, 1915, 2002, 2006, 2007, 2009, 2010, 2011, 2012, 2013, 2104, 2107, 2108, 2110, 2111, 2112, 2113, 2114, 2201, 2202, 2203, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2306, 2309, 2310, 2312, 2314, 2402, 2407, 2409, 2410, 2413, 2414, 2415, 2508, 2509, 2510, 2514, 2515, 2704, 2705, 2707, 2708, 2709, 2710, 2711, 2712, 2801, 2805, 2806, 2807, 2809, 2810, 2813, 2814, 2815, 2902, 2907, 2908, 2909, 2915, 3002, 3008, 3009, 3010, 3014, 3015, 3103, 3104, 3106, 3107, 3108, 3109, 3110, 3111, 3201, 3202, 3204, 3205, 3206, 3208, 3210, 3211, 3301, 3302, 3303, 3304, 3306, 3308, 3309, 3310, 3311, 3312, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3502, 3503, 3504, 3506, 3507, 3508, 3510, 3511, 3601, 3603, 3604, 3606, 3607, 3608, 3609, 3610, 3611, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3801, 3802, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3902, 3903, 3904, 3905, 3906, 3907, 3908, 3909, 4001, 4002, 4003, 4005, 4007, 4011, 4012, 4102, 4103, 4104, 4105, 4106, 4107, 4108, 4109, 4110, 4111, 4203, 4204, 4205, 4206, 4207, 4208, 4209, 4210, 4211, 4212, 4301, 4302, 4303, 4304, 4305, 4306, 4312, 4401, 4402, 4403, 4404, 4405, 4406, 4407, 4408, 4411, 4412, 4502, 4503, 4504, 4505, 4506, 4507, 4508, 4509, 4510, 4511, 4512, 4601, 4604, 4605, 4607, 4608, 4610, 4611, 4612, 4701, 4702, 4703, 4704, 4705, 4706, 4707, 4708, 4709, 4711, 4712, 4801, 4803, 4804, 4805, 4807, 4808, 4809, 4811, 4812, 4904, 4905, 4906, 4907, 4908, 4909, 4911, 5001, 5004, 5007, 5008, 5009, 5012, 5101, 5103, 5104, 5106, 5107, 5108, 5109, AND 5112 IN THE RIVER PLAZA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 3, 5, 8, 15, 16, 17, 19, 20, 22, 31 TO 39, BOTH INCLUSIVE, 41, AND 44 TO 48, BOTH INCLUSIVE, IN RIVER PLAZA RESUBDIVISION OF LAND, PROPERTY AND SPACE OF LOTS 1 TO 12 AND VACATED ALLEY IN BLOCK 5 IN KINZIE'S ADDN TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94758753 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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LEGAL DESCRIPTION: (Continued)

PARCEL 4:

EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2 AND 3 FOR INGRESS, EGRESS, USE AND ENJOYMENT OF THE PROPERTY AS SET FORTH IN THE RIVER PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED AS DOCUMENT NUMBER 94758750.

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