



**FIRST AMENDMENT TO
CONSTRUCTION MORTGAGE,
ASSIGNMENT OF LEASES AND
RENTS, FINANCING STATEMENT
AND SECURITY AGREEMENT**

**THIS FIRST AMENDMENT
TO CONSTRUCTION MORTGAGE,
ASSIGNMENT OF LEASES AND
RENTS, FINANCING STATEMENT
AND SECURITY AGREEMENT**

is dated as of August 20, 1999 and is made by Cosmopolitan Bank and Trust, not individually, but as Trustee under Trust Agreement dated March 10, 1998 and known as Trust No. 30788 ("Mortgagor"), in favor of Cosmopolitan Bank and Trust, whose address is 801 N. Clark Street, Chicago, Illinois 60610 (herein, together with its successors and assigns, including each and every holder of the Mortgage Note hereinafter referred to, called the "Mortgagee") and has reference to the following:

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Construction Mortgage, Assignment of Leases and Rents, Financing Statement and Security Agreement ("Mortgage") dated as of March 30, 1998 and recorded with a Cook County Recorder of Deeds on April 1, 1998 as Document No. 98254911, which Mortgage encumbered certain real property legally described on Exhibit A hereto; and

WHEREAS, the Mortgage secured among other things, a Mortgage Note in the maximum original principal amount of \$4,100,000.00 (the "Original Note"); and

WHEREAS, Mortgagor has requested that Mortgagee increase the amount of the credit facilities being extended to Mortgagor, and Mortgagee is willing to do so, provided that the Mortgage shall be amended as hereinafter provided:

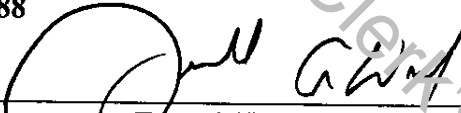
1. Mortgagor shall execute and deliver, or cause to be executed and delivered, to Mortgagee its Loan Modification Agreement dated concurrently herewith, the terms and conditions of which shall be binding and incorporated herewith. Among the terms agreed to in said Loan Modification Agreement are an increase in the Loan Maximum from \$4,100,000.00 to \$5,500,000.00 and an increase in the Aggregate Advance Limit from \$6,480,000.00 to \$6,800,000.00;
2. The Mortgage shall further secure Mortgagor's performance of its duties and obligations pursuant to that certain Loan Agreement dated as of March 30, 1998, as amended from time to time;
3. The Mortgage, as amended hereby, shall secure the repayment of the "Indebtedness," as such Term is defined in the Mortgage, including the Mortgage Note in the original principal amount of \$6,480,000.00 and as amended to \$6,800,000.00 by the Loan Modification Agreement dated August 20, 1999;

- 4. The Mortgagor agrees that all provisions, stipulations, powers and covenants in the Mortgage shall remain unchanged and in full force and effect, except only as specifically amended above;
- 5. This Document is executed by the undersigned Trustee, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Property herein described and has no agents, employees or control over the management of the Property and no knowledge of other factual matters except as represented to it by the beneficiaries of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee of this Document;

IN WITNESS WHEREOF, the parties hereto have signed, scaled, and delivered this Amendment to Mortgage as of the date first above written.

MORTGAGOR:

COSMOPOLITAN BANK AND TRUST, not individually, but as Trustee under Trust Agreement dated as of March 10, 1998 and known as Trust No. 30788

By: 
Trust Officer and Vice President


Attest: 
Trust Officer

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 12 AND LOT 13 (EXCEPT THE NORTH 15-5/12 FEET OF (13) IN BLOCK THREE (3), IN WILLIAM JONES' ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOT "A" IN PLAT OF PARTITION OF A 79 AND 34/100 ACRE TRACT AND OF LOT 7 IN PLAT OF PARTITION OF 49-90/100 ACRE TRACT, BOTH IN THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING OF LOTS 53 AND 54 IN BLOCK 10; LOTS 59 AND 60 IN BLOCK 9; LOTS 65 AND 66 IN BLOCK 8; LOTS 71 AND 72 IN BLOCK 7; LOTS 77 AND 78 IN BLOCK 6; LOT 1 IN BLOCK 11; LOTS 1 AND 2 IN BLOCK 12; LOTS 1 AND 2 IN BLOCK 13; LOTS 1 AND 2 IN BLOCK 14; LOTS 1 AND 2 IN BLOCK 15 AND LOTS 1 AND 2 IN BLOCK 16, IN ASSESSOR'S DIVISION OF SAID SOUTHWEST FRACTIONAL QUARTER (1/4) OF AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 4, IN BLOCK 14, (EXCEPT SO MUCH AS HAS BEEN TAKEN FROM THE REAR THEREOF, FOR AN ALLEY) IN THE ASSESSOR'S DIVISION OF THE FRACTIONAL SOUTHWEST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. —

PARCEL 3:

LOT 1 IN BLOCK 3 IN GEORGE SMITH'S ADDITION TO CHICAGO, IN THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-22-307-043
17-22-307-044
17-22-307-045

Common Address: 1910 South Indiana Avenue, Chicago, Illinois



Cosmopolitan Bank
801 N. Clark
Chicago, Ill. 60610