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2000-06-15 15:38:01
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This instrument was prepared by
and,
after recording, return to
William J. Mitchell
MELTZER, PURTILL &
STELLE
1515 East Woodfield Rd.
Suite 250
Schaumburg, IL 60173-5431

785159002 HK Dal

Property of Cook County Clerk

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Permanent Real Estate
Tax Index No.:
See Exhibit A attached
2900-14 North Mildred Street Cook
County, Illinois

**FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES**

Re: 2900-14 NORTH MILDRED STREET

This First Amendment to Mortgage and Security Agreement and Assignment of Rents (“Amendment”) is entered into as of the 15th day of June, 2000, by and among 2900-14 NORTH MILDRED LIMITED PARTNERSHIP, an Illinois limited partnership (“Original Mortgagor”), 916-20 GREEN BAY ROAD LIMITED PARTNERSHIP, an Illinois limited partnership (“916-20 Green Bay Partnership”), 3815-23 N. GREENVIEW LIMITED PARTNERSHIP, an Illinois limited partnership (“3815-23 Greenview Partnership”), and 945 JUDSON LIMITED PARTNERSHIP, an Illinois limited partnership (“945 Judson Partnership”) (916-20 Green Bay Partnership, 3815-23 Greenview Partnership and 945 Judson Partnership, individually, a “Co-Mortgagor” and collectively “Co-Mortgagors”) and LASALLE BANK NATIONAL ASSOCIATION, formerly known as LaSalle Northwest National Bank, a national bank (“Lender” or “Mortgagee”).

RECITALS

Original Mortgage made and delivered to Mortgagee that certain Mortgage and Security Agreement dated November 6, 1997 and recorded with the Cook County Recorder on November 10, 1997 as Document No. 97-841241 (“Mortgage”) and that Assignment of Rents and Leases dated November 6, 1997 and recorded with the Cook County Recorder on November 10, 1997 as

Document No. 97-841242 ("Assignment of Rents"). Each of the Mortgage and the Assignment of Rents encumber the "Premises" legally described in **Exhibit A** attached hereto and made a part hereof. The Mortgage and the Assignment of Rents were delivered to Mortgagee pursuant to the terms of that certain Loan Agreement between Mortgagor, Mortgagee and certain other parties dated November 6, 1997 ("Loan Agreement") along with a "Guaranty", an "Environmental Indemnity Agreement" and other "Loan Documents" (as such terms are defined in the Loan Agreement). The Mortgage and the Assignment of Rents were delivered as collateral security for, among other things, the payment of a loan in the amount of Three Million Two Hundred Forty Thousand and no/100ths Dollars (\$3,240,000.00) (the "Loan") made by Mortgagee to Original Mortgagor, evidenced by that certain Mortgage Note dated November 6, 1997 ("Note") made by Original Mortgagor payable to the order of Mortgagee in the principal amount of Three Million Two Hundred Forty Thousand and no/100ths Dollars (\$3,240,000.00).

The Loan Agreement, the Note, the Guaranty, the Environmental Indemnity Agreement and the other Loan Documents have been amended pursuant to the terms of that certain First Amendment to Loan Agreement, Mortgage and Security Agreement, Mortgage Note, Assignment of Rents and Leases, Security Agreement, Environmental Indemnity Agreement and other Loan Documents dated as of _____, 2000 ("First Amendment"), wherein Original Mortgagor, Co-Mortgagors, Mortgagee and certain others have agreed to, among other things, amend the Loan to reflect that Co-Mortgagors shall now have an ownership interest in the Premises and shall act as co-borrowers under the Loan Documents and thus as additional mortgagors of the Premises. Original Mortgagor, Co-Mortgagors and Mortgagee now desire to amend the Mortgage and Assignment of Rents to reflect the terms of the First Amendment.

Accordingly, Original Mortgagor, Co-Mortgagors and Mortgagee hereby amend the Mortgage and Assignment of Rents as follows:

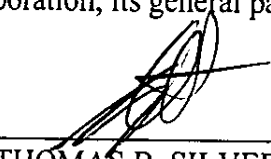
1. Co-Mortgagors are each hereby added as a mortgagor and assignor thereunder. Accordingly, all references to the "Mortgagor" in the Mortgage and "Assignor" in the Assignment of Rents shall be deemed to mean collectively Original Mortgagor and Co-Mortgagors. Original Mortgagor's and each Co-Mortgagor's liability under each of the Mortgage and the Assignment of Rents shall be joint and several.
2. All references to the Loan Agreement, the Guaranty, the Environmental Indemnity Agreement and the Loan Documents in the Mortgage and the Assignment of Rents shall be deemed to refer to any of such documents as amended by the First Amendment. All references in the Mortgage to the Assignment of Rents and all references in the Assignment of Rents to the Mortgage shall be deemed to refer to these such documents as amended by the First Amendment.
3. As modified hereby, the Mortgage and the Assignment of Rents shall continue in full force and effect.

This First Amendment has been entered into as of the date first above written.

ORIGINAL MORTGAGOR:

2900-14 NORTH MILDRED LIMITED PARTNERSHIP, an Illinois limited partnership

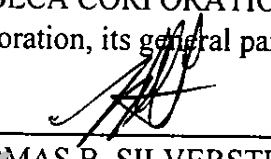
By: ARBECA CORPORATION, an Illinois corporation, its general partner

By: 
THOMAS B. SILVERSTEIN, President

CO-MORTGAGORS:

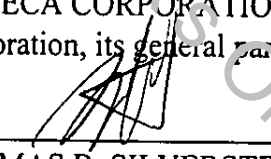
916-20 GREEN BAY ROAD LIMITED PARTNERSHIP, an Illinois limited partnership

By: ARBECA CORPORATION, an Illinois corporation, its general partner

By: 
THOMAS B. SILVERSTEIN, President

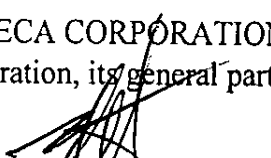
3815-23 N. GREENVIEW LIMITED PARTNERSHIP, an Illinois limited partnership

By: ARBECA CORPORATION, an Illinois corporation, its general partner

By: 
THOMAS B. SILVERSTEIN, President

945 JUDSON LIMITED PARTNERSHIP, an Illinois limited partnership

By: ARBECA CORPORATION, an Illinois corporation, its general partner

By: 
THOMAS B. SILVERSTEIN, President

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MORTGAGEE:

LASALLE BANK NATIONAL ASSOCIATION
formerly known as LaSalle Northwest National
Bank

By: Heidi M. Smithson
Heidi M. Smithson
Vice President Commercial Real Estate

ATTEST:

By: _____
Its: _____

15559\027\First Amendment\First Mortgage Amendment (Final Execution).doc

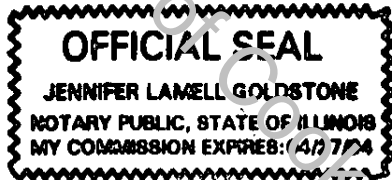
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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Heidi M. Smithson, the Vice President and _____, the _____ of LaSalle Bank National Association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of June, 2000.

J. Goldstone
Notary Public



(SEAL)

My Commission expires: 4-7-04

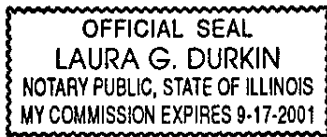
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Laura G. Durkin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS B. SILVERSTEIN, individually, and as the President of ARBECA CORPORATION, the general partner ("General Partner") of each of 2900-14 NORTH MILDRED LIMITED PARTNERSHIP, 916-20 GREEN BAY ROAD LIMITED PARTNERSHIP, 3815-23 N. GREENVIEW LIMITED PARTNERSHIP and 945 JUDSON LIMITED PARTNERSHIP, (collectively "Mortgagor"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said General Partner, as general partner of Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of May, 2000.



(SEAL)

Laura G. Durkin
NOTARY PUBLIC

My commission expires: 9-17-2001

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 8 INCLUSIVE IN ADDISON BLAKELEY'S ADDITION, BEING A SUBDIVISION OF THE WEST 200 FEET OF THE EAST 233 FEET OF THE NORTH 125 FEET OF THE SOUTH 158 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF BLOCK 5 OF CANAL TRUSTEES SUBDIVISION OF THE EAST $\frac{1}{2}$ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED FEBRUARY 19, 1992 AND RECORDED MARCH 12, 1993 AS DOCUMENT 93127807 FROM WILLIAM M. CHUCHRO AND LADONNA M. LOITE TO MILDRED-GEORGE LIMITED PARTNERSHIP FOR THE PURPOSE OF A SECURITY FENCE ON, OVER, ACROSS, THROUGH AND UNDER THE FOLLOWING DESCRIBED LAND: THE EAST 2 $\frac{1}{2}$ FEET OF THE LOT 3 IN THE SUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF PART OF THE WEST $\frac{1}{2}$ OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING PART TAKEN FOR RIGHT OF WAY OF NORTH WESTERN ELEVATED RAILROAD) ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2900-14 North Mildred Street, Chicago, Illinois

PIN No.: 14-29-221-013-0000