

This Document Prepared By
and After Recording Return To:

Eric M. Roberson
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603



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RECORDER'S USE ONLY

FIRST AMENDMENT TO MORTGAGE AND
SECURITY AGREEMENT

This First Amendment to Mortgage and Security Agreement (this "Amendment") is dated as of March 2, 2001, from NORTHPOINT LLC, an Illinois limited liability company with its mailing address c/o Joseph Freed and Associates, LLC, 1400 South Wolf Road, Building 100, Wheeling, Illinois 60090 (hereinafter referred to as the "Mortgagor"), to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation with its addresses c/o Delaware Lincoln Investment Advisers, 200 East Berry Street, Fort Wayne, Indiana 46802, Attention: Loan Servicing, Loan No. 157391-01, (herein referred to, as "Mortgagee");

WITNESSETH THAT:

WHEREAS, the LaSalle Bank National Association (formerly LaSalle National Trust, N.A., as successor to LaSalle National Bank) under Trust Agreement dated October 1, 1961, known as Trust No. 28684 (the "Trustee") and Mortgagee have entered into that certain Mortgage and Security Agreement dated as of August 16, 1993, recorded with the Recorder of Cook County, Illinois as Document No. 93658353 (as may be amended and supplemented from time to time, the "Mortgage");

WHEREAS, the Trustee and Northpoint Limited Partnership, an Illinois limited partnership ("Beneficiary") executed a promissory note payable to Mortgagee in the original principal sum of EIGHTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO/100 (\$18,700,000.00), dated August 16, 1993 (such note(s) and any notes issued in exchange therefor or in replacement thereof and any modifications, extensions, and renewals thereof, herein called the "Note"), made payable to the order of and delivered to Mortgagee, in and by which said Note, Trustee and Beneficiary promised to pay at the place designated in said Note, the said

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principal sum and interest at the rate and in installments as provided in said Note, with a final payment of the balance due on September 5, 2013.

WHEREAS, the Mortgaged Promises (as defined herein) were deeded to Mortgagor; and

WHEREAS, the Mortgagor agreed to assume all the obligations of the Trustee and the Beneficiary under the Mortgage, the Note and the Loan Documents (as defined in the Assumption) pursuant to that certain Assumption Agreement dated as of March 2, 2001 (the "Assumption") recorded with the Cook County Recorder of Illinois as Document No. _____.

WHEREAS, the Mortgagor has requested a \$2,500,000 increase of the amount of credit available under the Note;

WHEREAS, the Mortgagor and the Mortgagee desire to amend the Mortgage to bring it into conformity with the aforementioned increase;

1. The Mortgage is hereby amended by:

(a) deleting the first "WHEREAS" clause in its entirety and substituting the following therefor:

WHEREAS, Mortgagor is indebted to Mortgagee as evidenced by (i) that certain promissory note dated August 16, 1993 payable to Mortgagee in the original principal amount of EIGHTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO/100 (\$18,700,000) (the "Original Note") and (ii) that certain note dated as of March 2, 2001, payable to Mortgagee in the original principal amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$2,500,000.00) payable to Mortgagee (the "New Note", together with the Original Note and any notes issued in exchange therefor or in replacement thereof and any modifications, extensions and renewals thereof are hereinafter, collectively referred to as the "Note"), in and by which Mortgagor promises to pay the Note, at the place designated in the Note, said principal and interest at the rates and in such installments as set forth therein, with a final maturity not later than September 5, 2013.

(b) deleting the words and amount principal amount "EIGHTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO/100 (\$18,700,000.00) appearing in the third and fourth line of Section 1.01 of the Mortgage and in the second to last paragraph of the Mortgage and substituting therefor: the face principal amount of "TWENTY-ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$21,200,000.00)";

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(c) deleting the name of the Trustee where it appears and substituting therefor the name of the Mortgagor; and

(d) deleting *Schedule I* of the Mortgage and substituting therefor the *Schedule I* attached hereto.

2. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as amended hereby are true and correct and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Amendment. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as amended hereby and to all the properties, rights, interest and privileges subject to the Mortgage as amended hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as amended hereby will be promptly paid as and when the same becomes due and payable.

3. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as amended hereby.

4. Mortgagor acknowledges and agrees that the Mortgage as amended hereby is and shall remain in full force and effect, and that the Mortgaged Premises are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Amendment shall constitute and be, among other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as amended hereby.

5. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as amended hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

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

NORTHPOINT LLC, an Illinois limited liability company

By: Procrustes, Inc., an Illinois corporation

By: _____
Printed Name: _____
Its: _____

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation

By: Delaware Lincoln Investment Advisers
Its Attorney-in-Fact

By: Steven R. Brody
Printed Name: Steven R. Brody
Its: Vice President

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

NORTHPOINT LLC, an Illinois limited liability company

By: Procrustes, Inc., an Illinois corporation

me By: 
Printed Name: Laurance H. Freed
Its: President

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation

By: Delaware Lincoln Investment Advisers
Its Attorney-in-Fact

By: _____
Printed Name: _____
Its: _____

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STATE OF INDIANA)
) SS.
COUNTY OF ALLEN)

The foregoing instrument was acknowledged before me this 6th day of March, 2001, by Steven R. Brody, the Vice President of The Lincoln National Life Insurance Company, an Indiana corporation, on behalf of said company.

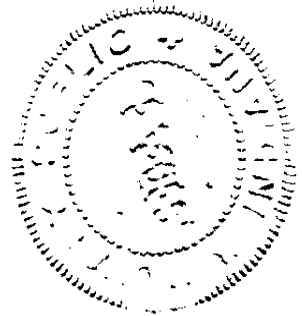
* Delaware Lincoln Investment
Advisers, Attorney in Fact of

Marilyn A. Lepird
Notary Public

MARILYN A. LEPIRD
Notary Public

Resident of Allen County

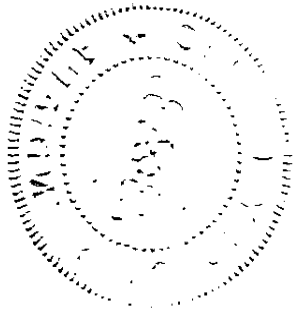
My Commission expires: ~~My Commission Expires~~ 09-01-2007



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by Laurance H. Freed, the President of Procrustes, Inc., an Illinois corporation, which is the manager of Northpoint LLC, an Illinois limited liability company, on behalf of said company.

Colleen M. Ferrer
Notary Public

My Commission expires: 09/03/2001



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EXHIBIT A

DESCRIPTION OF REAL PROPERTY

LOT 1 OF NORTHGATE SHOPPING CENTER SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE SOUTHWARD ALONG THE WESTERLY LINE OF SAID LOT 1, BEING THE EASTERLY LINE OF ARLINGTON HEIGHTS ROAD; SOUTH 1 DEGREES, 50 MINUTES, 41 SECONDS EAST, A DISTANCE OF 73.57 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 45 SECONDS EAST, A DISTANCE OF 470.00 FEET; THENCE SOUTH 13 DEGREES, 57 MINUTES, 59 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS EAST, A DISTANCE OF 37.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS EAST, A DISTANCE OF 7.57 FEET, THENCE SOUTHEASTERLY ALONG A LINE BEING 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD, SOUTH 48 DEGREES, 24 MINUTES, 05 SECONDS EAST A DISTANCE OF 387.47 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE OF 48.01 FEET; THENCE NORTH 48 DEGREES, 24 MINUTES, 05 SECONDS WEST, A DISTANCE OF 444.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Street Address: Rand and Arlington Heights Road
Arlington Heights, Illinois

Permanent Real Estate Index Number(s): 03-17-301-017
03-17-301-019
03-17-301-020
03-17-301-021
03-17-301-022

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