

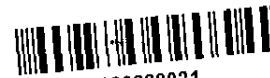
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Cook County Recorder 44.00



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Property of Cook County Clerk's Office

Prepared by:
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Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
(212) 309-6920

FIRST AMENDMENT TO MORTGAGE, OPEN END MORTGAGE,
DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT

Dated: As of January 23, 2003

FRANK'S NURSERY & CRAFTS, INC.,
Mortgagor/Trustor/Grantor/Debtor
-TO-
KIMCO CAPITAL CORP.,
Mortgagee/Beneficiary/Grantee/Secured Party

Store No. 38

Address:
817 W. Golf
Schaumburg, IL 60194
Tax Parcel ID No.: 07-16-101-038-0000

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FIRST AMENDMENT TO MORTGAGE, OPEN END MORTGAGE,
DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT

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FRANK'S NURSERY & CRAFTS, INC.,
Mortgagor/Trustor/Grantor/Debtor

-TO-

KIMCO CAPITAL CORP.,
Mortgagee/Beneficiary/Grantee/Secured Party

This instrument is a Mortgage, Open End Mortgage, Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement of both real property and fixtures. Notwithstanding anything to the contrary herein contained, (a) as to any property located in the States of Maryland and Missouri, this instrument is, among other things, a Deed of Trust; and (b) as to any property located in the States of Florida, Illinois, Indiana, Kentucky, Michigan, Minnesota, New Jersey, and Pennsylvania, this instrument is, among other things, a Mortgage. For purposes of Section 5301.232 of the Ohio Revised Code and Section 42 P. C. S. Sections 8143-8144, et seq, this instrument is, among other things, an Open-End Mortgage. THIS INSTRUMENT SECURES, AMONG OTHER THINGS, FUTURE ADVANCES AND FUTURE OBLIGATIONS, AND THE PARTIES INTEND THAT THIS INSTRUMENT SECURE FUTURE ADVANCES. As to any property located in Missouri, future advances shall be governed by Section 443.055 RSMO. This instrument contains after-acquired property provisions and secures obligations containing provisions for changes in interest rates, extensions of time for payment and other modifications in the terms of the obligations.

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FIRST AMENDMENT TO MORTGAGE, OPEN END MORTGAGE, DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (the "First Amendment") dated as of January 23, 2003, by **FRANK'S NURSERY & CRAFTS, INC.**, a Delaware corporation, having its principal office at 580 Kirts Blvd., Suite 300, Troy, Michigan 48084, as mortgagor, trustor and grantor hereunder ("Grantor") and **KIMCO CAPITAL CORP.**, a Delaware corporation, having an office at 3333 New Hyde Park Road, P.O. Box 5020, New Hyde Park, New York 11042-0020, as mortgagee hereunder to the extent that this Mortgage operates as a mortgage or an open end mortgage ("Mortgagee").

WITNESSETH:

WHEREAS, Grantor has previously delivered to Mortgagee a certain Mortgage, Open End Mortgage, Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of May 20, 2002, which was recorded May 31, 2002 as Document No. 0020613478, in the record of Cook County, Illinois (the "Original Mortgage"), as security, in part, for various loans made or to be made to Grantor in the aggregate principal sum of up to THIRTY MILLION DOLLARS (\$30,000,000.00), all in accordance with that certain Credit and Security Agreement dated as of May 20, 2002, between Grantor and Mortgagee, as lender (the "Original Credit Agreement").

WHEREAS pursuant to that certain First Amendment and Waiver to Credit and Security Agreement dated as of the date hereof ("First Amendment to Credit Agreement"), Grantor and Mortgagee have now agreed to modify the Original Credit Agreement to, among, other things, increase the aggregate principal amount of the Revolving Credit Loans (as defined in the Original Credit Agreement) from \$10,000,000 to \$20,000,000 (the Original Credit Agreement, as modified by the First Amendment to Credit Agreement, as the same may be further amended, modified or supplemented from time to time, the "Credit Agreement").

WHEREAS Grantor and Mortgagee now desire to amend the Original Mortgage in order to, among other things, secure the Revolving Credit Loans, as increased by the Credit Agreement, to the same extent, and with the same priority as if same were advanced in connection with the Original Mortgage (the Original Mortgage, as modified by this First Amendment, as the same may be further amended, modified or supplemented from time to time, the "Mortgage").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor and Mortgagee agree as follows:

1. Definitions. Each reference in the Original Mortgage to (a) the "Mortgage" shall henceforth refer to the Original Mortgage as modified hereby, as may be further amended, modified or supplemented from time to time, and (b) the "Credit Agreement" shall henceforth refer to the Original Credit Agreement as modified by the First Amendment to Credit Agreement, as may be further amended, modified or supplemented from time to time. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Original Mortgage, as may be modified hereby, including but not limited to, the "Land" as more particularly described on "Schedule A" attached hereto.

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2. Secured Indebtedness. The Revolving Loan Amount is hereby increased from TEN MILLION DOLLARS (\$10,000,000) to TWENTY MILLION DOLLARS (\$20,000,000.00). The terms "Revolving Loan Amount", "Mortgage Amount" and "Secured Indebtedness" shall hereinafter be deemed to include such increased amount, and the Mortgage, shall secure such increased amount, to the same extent, and with the same priority as if same were advanced in connection with the Original Mortgage, and without affecting the priority of the lien created thereunder.

3. Amendment to Notice Provision in Original Mortgage.

Article IV, Section 2 of the Original Mortgage is hereby amended so that the addresses of the Grantor are as follows:

if to Grantor, to it at 580 Kirts Blvd., Suite 300, Troy, Michigan 48084, Attn: Mr. Alan Minker and Mr. Michael McBride; with a courtesy copy to: Honigman, Miller, Schwartz & Cohn, 2290 First National Building, 660 Woodward Avenue, Detroit, Michigan 48226, Attn: Donald Kunz, Esq., Facsimile No.: 313-465-7455; e-mail: dkunz@honigman.com, or such other address as such party may from time to time designate by giving written notice to the other parties hereunder.

4. Miscellaneous. Except as specifically modified by this First Amendment, all the provisions of the Original Mortgage are hereby ratified and confirmed to be unmodified and in full force and effect. This First Amendment may be executed in separate counterparts, each of which when executed and delivered shall be an original. This First Amendment shall be governed by and construed in accordance with the internal laws of the state in which the Real Property is located.

5. Additional Matters. Notwithstanding anything to the contrary herein contained:

a. Wherever herein contained, the phrase "Trustee and Mortgagee, as applicable" or "Trustee" or any similar phrase

1. shall be deemed to refer to "Trustee for the benefit of Mortgagee, as beneficiary, to the extent Mortgaged Property is located in Maryland;

2. shall be deemed to refer to "Mortgagee" to the extent the Mortgaged Property is located in any of the following States: Florida, Illinois, Indiana, Kentucky, Michigan, Minnesota, New Jersey, Pennsylvania, and Ohio and in such states Trustee shall have no rights, powers or obligations and all references herein to Trustee and Beneficiary shall be deemed deleted; and

3. to the extent the Mortgaged Property is located in Missouri, shall be deemed to refer (i) to Trustee for the benefit of Mortgagee in relation to the grant of a lien on real property, to the habendum clause and to the provisions relating to power of sale, (ii) to both Trustee and Mortgagee in relation to the grant of a security interest in personal property and fixtures and rights related thereto, and (iii) to Mortgagee in all other instances, provided that nothing contained in the Mortgage shall be construed to give Trustee the authority to exercise any rights or remedies granted in the Mortgage without prior written authorization by Mortgagee

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or the right or obligation to receive any payment of rents or other amounts except in connection with the exercise of the power of sale.

b. To the extent the Mortgaged Property is located in Maryland or Missouri, references to Mortgagee shall, if the context so requires, be deemed to be references to Mortgagee, as beneficiary.

c. To the extent the Mortgaged Property is located in any of the following States, the term "Mortgaged Property," whenever used in the Mortgage, shall be deemed to be references to "Trust Property": Missouri.

d. Notwithstanding anything to the contrary herein contained, to the extent the Mortgaged Property is located in the State of Pennsylvania, the Mortgage shall not be deemed to be a purchase money mortgage.

e. Notwithstanding anything to the contrary herein contained, to the extent the Mortgaged Property is located in the State of Illinois, for purposes of Ill. Rev. Stat. ch. 110, paragraph 15-1302, all monies advanced to Grantor pursuant to the terms of the Credit Agreement or other Fundamental Document (as defined therein) subsequent to the recording date of this First Amendment shall be deemed to be in furtherance of the terms of the Original Mortgage (as modified herein) and the Credit Agreement secured by the Mortgage (as modified herein).

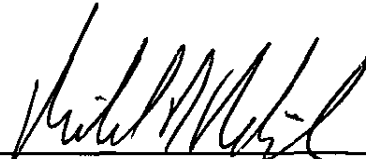
[Signature page follows on the next page.]

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THE GRANTOR HEREBY DECLARES THAT THE GRANTOR HAS READ THIS FIRST AMENDMENT, HAS SIGNED THIS FIRST AMENDMENT AS OF THE DATE AT THE TOP OF THE FIRST PAGE AND THE GRANTOR ACKNOWLEDGES THAT IT HAS RECEIVED A TRUE AND COMPLETE COPY OF THIS FIRST AMENDMENT.

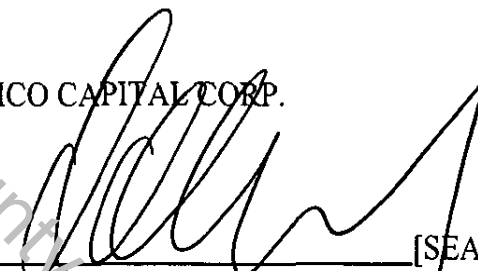
IN WITNESS WHEREOF, the Grantor and Mortgagee have duly caused this First Amendment to be duly executed and delivered as of the day and year first above written.

FRANK'S NURSERY & CRAFTS, INC.

By:  [SEAL]
Michael D. McBride, Vice President
Legal and Real Estate

Address: 580 Kirts Blvd., Suite 300,
Troy, Michigan 48084

KIMCO CAPITAL CORP.

By:  [SEAL]
David Samber, Vice President

Address: c/o Kinco Realty Corporation
3333 New Hyde Park Road
New Hyde Park, NY 11042-002

WHEN RECORDED RETURN TO:
Fidelity National Title Insurance Company
100 West Big Beaver Road, Suite 140
Troy, MI 48084

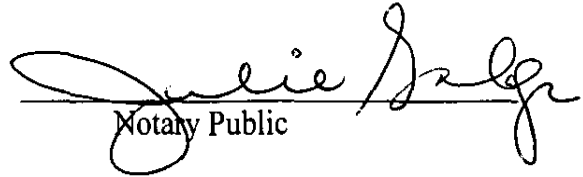
This instrument was prepared by
~~and recorded counterparts should~~
~~be returned to:~~

Mario J. Suarez, Esq.
Morgan, Lewis & Bockius, LLP
101 Park Avenue
New York, NY 10178

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 23rd day of January in the year 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael D. McBride, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

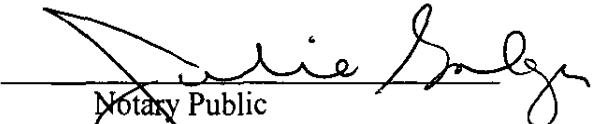
JULIE GALAGA
NOTARY PUBLIC, State of New York
No. 41-4791318
Qualified in Nassau County
Certificate Filed in Nassau County
Commission Expires May 31, 2005

Property of Cook County Clerk's Office

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 23rd day of January in the year 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared David Samber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

JULIE GALAGA
NOTARY PUBLIC, State of New York
No 41-4791318
Qualified in Nassau County
Certificate Filed in Nassau County
Commission Expires May 31, ~~1999~~ 2003

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THIS RIDER CONTAINS PROVISIONS APPLICABLE TO THE LAWS AND CUSTOMS OF THE STATE OF ILLINOIS WHICH, TO THE EXTENT PROVIDED HEREIN, MODIFY, SUPPLEMENT AND SUPERSEDE THE MORTGAGE TO WHICH THIS RIDER IS ANNEXED. IF AND TO THE EXTENT THAT ANY OF THE PROVISIONS OF THIS RIDER CONFLICT WITH, OR ARE OTHERWISE INCONSISTENT WITH, ANY OF THE PROVISIONS OF THE WITHIN MORTGAGE, WHETHER OR NOT SUCH INCONSISTENCY IS EXPRESSLY NOTED IN THIS RIDER, THE PROVISIONS OF THIS RIDER SHALL PREVAIL.

1. Definitions of Terms. Except as herein otherwise expressly provided, all capitalized terms used herein shall have the same definition as in the Mortgage. In case of any conflict or consistency between any provision of this Rider and the Credit Agreement, the provisions of the Credit Agreement shall control.
2. This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County in which the Real Property is located under the Illinois Uniform Commercial Code with respect to any Real Property which now or hereafter may become fixtures.

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SCHEDULE "A"

Schaumburg, Illinois

Lease Agreement dated February 1, 1977 between Frankwood Management Company, as landlord, and Frank's Nursery Sales, Inc., predecessor in interest to Frank's Nursery & Crafts, Inc., a Michigan corporation, as tenant, a memorandum of which is dated February 1, 1977 and recorded February 8, 1978 as document 24317328.

The Lease encumbers the real property more particularly described as follows:

Lot 1 in Frank's Nursery Subdivision, being a Subdivision of part of the East 1/2 of the Northwest Quarter of Section 16, Township 41 North, Range 10 East of the Third Principal Meridian, in the Village of Schaumburg, Cook County, Illinois, excepting that part thereof described as follows:

Beginning at the Northeast corner of said Lot 1; thence Southward along the Easterly line of said Lot 1, S 2° 53' 41" W, a distance of 140.26 feet; thence S 89° 25' 31" W, a distance of 140.00 feet; thence N 00° 34' 29" W, a distance of 140.00 feet to a point on the Northerly line of said Lot 1, thence Eastward along the said Northerly line, N 89° 25' 31" E, a distance of 148.49 feet to the point of beginning, in Cook County Illinois.

Also known as Lot 2 in Frank's Nursery Resubdivision in Schaumburg, being a resubdivision of Lot 1 in Frank's Nursery Subdivision, being a subdivision of part of the East 1/2 of the Northwest 1/4 of Section 16, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Store # 38