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Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
Date: 06/19/2003 03:46 PM Pg: 1 of 9

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Foothill Capital Corporation
1000 Abernathy Road
Suite 1450
Atlanta, GA 30328
Attention: Kevin Belanger

AMENDMENT NUMBER THREE TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This AMENDMENT NUMBER THREE TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment") is made and entered into as of this 14th day of May, 2003, by and between GREYHOUND LINES, INC., a Delaware corporation (the "Trustor"), and FOOTHILL CAPITAL CORPORATION, a California corporation (the "Beneficiary"), with reference to the following facts:

WITNESSETH

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JBY

WHEREAS, the Trustor, as borrower, on the one hand, and the Beneficiary, as agent, and certain financial institutions a party thereto, as lenders ("Lenders"), on the other hand, have previously entered into that certain Loan and Security Agreement, dated as of October 24, 2000 (as amended, from time to time, the "Original Loan Agreement"), whereby the Beneficiary and Lenders agreed to make certain financial accommodations available to the Trustor in the amounts and on the terms specified therein (collectively, the "Loan"); and

WHEREAS, the Loan is secured by, *inter alia*, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing described on Exhibit "A" attached hereto and incorporated hereby (as amended, from time to time, the "Mortgage"), which such Mortgage encumbers the property described on Exhibit "B" attached hereto and incorporated hereby; and

WHEREAS, the Trustor, as borrower, on the one hand, and the Beneficiary and Lenders, on the other hand, are concurrently herewith entering into that certain Amended and Restated Loan and Security Agreement (the "Amended and Restated Loan Agreement"), which such agreement amends, restates, and supersedes the Original Loan Agreement; and

WHEREAS, the parties desire to amend the Mortgage, on the terms and conditions set forth herein.

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgage is hereby amended as follows:

1. The terms "Loan and Security Agreement" and "Loan Agreement" as used in the Mortgage shall hereafter refer to the Amended and Restated Loan Agreement, together with all amendments, restatements, modifications, supplements, extensions and/or renewals thereof.
2. The Trustor waives, to the maximum extent permitted by applicable law, any rights it may have under applicable law relating to the prohibition of the obtaining of deficiency judgment by the Beneficiary against the Trustor.
3. The Trustor hereby reaffirms all of the terms, provisions, covenants, warranties, representations and agreements contained in the Mortgage as modified by this Amendment.
4. Except as expressly modified in this Amendment, all of the terms, provisions, covenants, warranties, representations and agreements contained in the Mortgage are, and shall remain, in full force and effect.
5. This Amendment may be executed in one or more counterparts, which, when executed by all parties, shall constitute one complete original and shall be binding on the parties hereto.


[remainder of page left blank intentionally]

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In witness whereof, the parties hereto have executed this document as of the date first set forth above.

“Trustor”

GREYHOUND LINES, INC.,
a Delaware corporation

By: 

Name: JEFFREY W. SANDERS

Its: Senior Vice President
and Chief Financial Officer

“Beneficiary”

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: _____

Name: _____

Its: _____


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STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

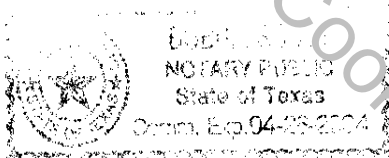
On MAY 14, 2003 before me, the undersigned, a notary public in and for said State, personally appeared JEFFREY W. SANDERS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

[SEAL]



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In witness whereof, the parties hereto have executed this document as of the date first set forth above.

Trustor@

GREYHOUND LINES, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

Beneficiary@

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: ~~_____~~
Name: Kevin Belonged
Its: VP

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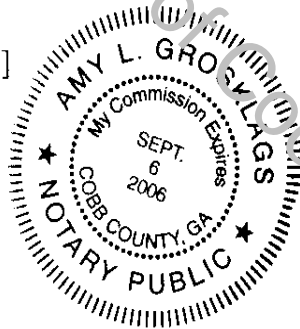
STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On May 15, 2003 before me, the undersigned, a notary public in and for said State, personally appeared David Belanger personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Amy L. Groslag
Notary Public

[SEAL]



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Exhibit "A"

DESCRIPTION OF MORTGAGE

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated October 24, 2000 and recorded on January 2, 2001 in the Official Records of Cook County, State of Illinois as instrument no. 0010003349, as amended and modified, from time to time.

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10003349

EXHIBIT A

SITE NO. 44

PARCEL 1:

THE NORTHWEST HALF OF LOT 11 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THAT PART OF LOT 11 AFORESAID, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF SAID LOT 11, AT A POINT EQUIDISTANCE FROM THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF THE EAST HALF OF SAID LOT, RUNNING THENCE DUE WEST THROUGH THE CENTER OF SAID LOT 11, AND PARALLEL WITH THE SOUTH LINE OF THE EAST ½ THEREOF, TO A POINT 88 FEET 11 ¾ INCHES DIRECTLY WEST FROM THE EAST LINE, RUNNING THENCE FROM SAID MENTIONED POINT SOUTHWESTERLY THROUGH THE CENTER OF THE SOUTHWESTERLY ½ OF SAID LOT 11, AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE SOUTHWESTERLY ½ TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT MIDWAY BETWEEN AND EQUIDISTANCE FROM THE SOUTHWESTERLY CORNER OF THE SOUTHWESTERLY ½ OF LOT 11 AND THE NORTHWESTERLY CORNER OF SAID SOUTHWESTERLY ½ OF SAID LOT 11, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AL THAT PORTION OF LOT 11 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO LYING SOUTH OF A LINE RUNNING THROUGH THE CENTER OF SAID LOT, SAID LINE BEING MORE PARTICULARLY LOCATED AND DESIGNATED AS FOLLOWS:

STARTING ON THE EASTERLY LINE OF SAID LOT 11 AT A POINT EQUAL DISTANT FROM THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF THE EAST ½ OF SAID LOT, RUNNING THENCE WEST THROUGH THE CENTER OF SAID LOT 11 AND PARALLEL WITH THE SOUTH LINE OF THE EAST ½ THEREOF TO A POINT 88 FEET 11 ¾ INCHES DIRECTLY WEST FROM SAID EAST LINE RUNNING THENCE FROM SAID MENTIONED POINT SOUTHWESTERLY THROUGH THE CENTER OF THE SOUTHWESTERLY ½ OF SAID LOT 11 AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID SOUTHWESTERLY ½ TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT MIDWAY BETWEEN AND EQUAL DISTANT FROM THE SOUTHEASTERLY CORNER OF THE SOUTHWESTERLY ½ OF SAID LOT 11 AND THE NORTHWESTERLY CORNER OF THE SAID SOUTHWESTERLY ½ OF SAID LOT 11 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 12 AND 13 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PERMANENT TAX NUMBERS: 17-05-410-004
17-05-410-005
17-05-410-006
17-05-410-007
17-05-410-008

PROPERTY ADDRESS: 901 N. HALSTED CHICAGO, IL

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