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LASALLE NORTHWEST NATIONAL BANK FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is made of this 29 day of December, 1994, is by and between American National Bank and Trust Company of Chicago, not personally, but as trustee under Trust dated June 28, 1991 and known as Trust Number 114137-05 ("Mortgagor") and LASALLE NORTHWEST NATIONAL BANK ("Mortgagee") has reference to the following facts and circumstances:

1#0013 TRAM 8770 12/30/94 14:25:00 \$35.50
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COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, on July 18, 1991, Mortgagor executed and delivered to Mortgagee its promissory note in the original principal amount of Five Hundred Fifty Thousand and no/100ths Dollars (\$550,000.00)(the "Original Note");

WHEREAS, to secure the repayment of the Original Note, Mortgagor executed and delivered its Mortgage to Mortgagee dated July 18, 1991 covering the Premises described on Exhibit A hereto which was recorded in the Office of the Registrar of Titles as document No. LR3982344 (the "Mortgage");

WHEREAS, Mortgagor has requested that Mortgagee extend additional credit to Mortgagor and Mortgagee has agreed to extend additional credit to Mortgagor only so long as the repayment of such additional sums shall also be secured by the Mortgage;

WHEREAS, Mortgagor and the beneficiary of the trust agreement under which Mortgagor acts as trustee have executed and delivered to Mortgagee a note dated of even date herewith in the original principal amount of Six Hundred Sixty Thousand and no/100ths Dollars (\$660,000.00)(the "Replacement Note");

WHEREAS, the Replacement Note was executed in substitution, renewal and replacement of the Original Note and represents the amounts loaned to Mortgagor under the Original Note plus the extension of new credit to Mortgagor;

WHEREAS, Sound Fitness Systems, Inc. d/b/a The Fitness Warehouse, an Illinois corporation related to Mortgagor through common ownership and control ("Sound") has executed and delivered to Mortgagee that certain Loan Agreement dated April 8, 1991, as amended from time to time, (the "Loan Agreement"); and

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WHEREAS, by virtue of loans made pursuant to the terms of the Loan Agreement, Sound is indebted to Mortgagee which indebtedness is evidenced by the following (the "Sound Notes"):

- (a) that certain Secured Business Note dated April 8, 1991, as amended from time to time, in the principal amount of \$3,500,000.00; and
- (b) that certain Parabody Inventory Note dated August 8, 1994 in the principal amount of \$700,000.00; and
- (c) that certain Vehicle Note dated February 18, 1994 in the original principal amount of \$270,000.00

WHEREAS, Mortgagor now desires to amend the Mortgage in order to, among other things, redefine the term "Note" so as to include the execution and delivery of the Replacement Note and any further extensions, renewals and substitutions thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The recitals above are true and correct as of the date hereof and constitute a part of this Amendment.

2. The term "Note", as defined in the second paragraph on Page 1 of the Mortgage, is hereby amended and shall hereafter be read to refer to all obligations evidenced by the Replacement Note and any extensions, substitutions, replacements and/or renewals of the Replacement Note.

3. The first sentence of Subsection G of Section 1 of the Mortgage is hereby amended in its entirety to now read as follows:

"That time is of the essence hereof and if: (i) a default be made in performance of any covenant herein contained or in making any payment under the Note; (ii) a default be made in performance of any covenant contained in the Sound Notes or in making any payment thereunder; (iii) a default shall occur under the terms of the Loan Agreement; (iv) proceedings be instituted to enforce any other lien or charge upon the property; (v) proceedings in bankruptcy be instituted by or against the Mortgagor; (vi) the

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Mortgagor or the owner of the beneficial interest of Mortgagor ("Owner") make an assignment for the benefit of their creditors; (vii) Mortgagor's or the Owner's property be placed under control of, or in custody of, any court; and/or (viii) Mortgagor abandons any of the property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of the Note and the other Mortgage indebtedness, any indebtedness of the Mortgagor to the Mortgagee, and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure, a sale may be made of the Premises en masse without offering several parts separately."

4. The Mortgage, as amended hereby, is hereby affirmed, confirmed and ratified and remain in full force and effect.


5. Any term capitalized herein but not specifically defined, shall have the definition attached to such term in the Mortgage.

6. The terms and provisions of the Mortgage not specifically modified hereby shall remain in full force and effect until the Note is paid in full. The terms and provisions of the Mortgage are incorporated herein by reference as if fully stated herein.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

MORTGAGOR:

American National Bank and Trust Company of Chicago, not personally, but as trustee under Trust dated June 28, 1991 and known as Trust Number 114137-05

By: 
Title: TRUSTEE

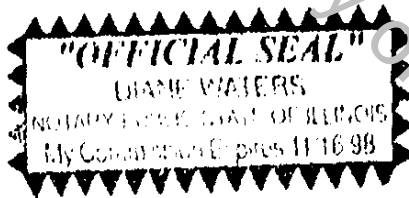
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SALVATORE MARCHIA, a ADP of LASALLE NORTHWEST NATIONAL BANK, personally known to me to be the same persons whose name is subscribed to the foregoing Amendment, appeared before me this day in person, and acknowledged before me that he signed and delivered the said Amendment as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 27th day of December, 1994.



Diane Waters
Notary Public

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JUNIOR LIENHOLDER'S CONSENT TO AMENDMENT AND FURTHER SUBORDINATION

WHEREAS, Mortgagor executed and delivered a trust deed dated July 19, 1991 (the "Trust Deed") to Chicago Title and Trust Company, not personally, but as trustee ("Junior Lender") which Trust Deed was recorded in the Office of the Registrar of Titles as document number LR3982346 and secures the repayment of a note in the original principal amount of \$250,000.00 (the "Junior Note"); and

WHEREAS, the Trust Deed constitutes a valid lien against the Premises which is junior and subordinate to this Mortgage in favor of Mortgagee; and

WHEREAS, Mortgagor desires to obtain additional credit from Mortgagee as evidenced by the Replacement Note and Mortgagee has agreed to extend such additional credit only so long as the Mortgage will secure the repayment of the Replacement Note and such shall continue to have priority over the Trust Deed and Junior Note.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Junior Lender hereby consents to the provisions and amendments contained in this Amendment, including the extension of additional credit to Mortgagor evidenced by the Replacement Note which will have priority over the Junior Note and Trust Deed. Junior Lender hereby acknowledges that the Mortgage shall secure the repayment, in full, of the sums loaned to Mortgagor pursuant to the Replacement Note. Junior Lender hereby acknowledges that the Trust Deed remains subordinate and junior to the Mortgage, as amended hereby.

JUNIOR LENDER: *Chicago Title and Trust Company*
Chicago Title and Trust Company, not personally,
but as trustee as under Trust Deed dated July 19,
1991

By: *[Signature]*
Title: **ASST. VICE PRESIDENT**



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EXHIBIT A LEGAL DESCRIPTION

LOTS 1, 2 AND 3 (EXCEPT THE NORTH 4.00 FEET THEREOF, MEASURED AT RIGHT ANGLES) IN HERBERT SCHMEISSER'S SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 24 AFORESAID; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 210.0 FEET; THENCE SOUTH ALONG A LINE AT RIGHT ANGLES TO SAID NORTH LINE, A DISTANCE OF 218.0 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE WEST LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION; THENCE NORTH ALONG SAID WEST LINE TO THE PLAT OF BEGINNING, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 16, 1961, AS DOCUMENT 1982982, AND TO SURVEYOR'S CERTIFICATE OF CORRECTION REGISTERED AS DOCUMENT 2482093.

Commonly known as: 7315 West Dempster Road
Niles, Illinois 60648

P.I.N. 09-24-201-020-000
09-24-201-021-000
09-24-201-022-000

Prepared by and after
recording return to:

Thomas G. Jaros
Smith, Williams & Lodge, Chartered
55 West Monroe Street
Suite 1800
Chicago, Illinois 60603

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LaSalle Northwest National Bank
First Amendment to Mortgage