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FIRST AMENDMENT TO TRUST DEED

This FIRST AMENDMENT TO TRUST DEED is made and entered into this 27th day of July, 1987 by and between LAKE SHORE NATIONAL BANK, not individually, but as Trustee under a Trust Agreement dated November 30, 1984 and known as Trust No. 4967 ("Mortgagor") and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation ("Trustee").

A. Mortgagor and Trustee entered into a certain Leasehold Trust Deed, Security Agreement and Financing Statement dated February 20, 1985 (the "Trust Deed") pursuant to which Mortgagor mortgaged to Trustee the leasehold interest in certain real property (the "Premises"), which Premises are described more fully in Exhibit "A" attached hereto and made a part hereof.

B. Pursuant to the terms of the Trust Deed, the Trust Deed and the liens and security interests created thereby (the "Junior Liens") are subject and subordinate to the liens and security interests (the "Prior Liens") created by the Prior Mortgages (as such term is defined in the Trust Deed) and the Assignments (as such term is defined in the Trust Deed).

C. Mortgagor has requesced that Trustee consent to the release of the Prior Liens and agree to the subordination of the Junior Liens to certain liens and security interest (the "Senior Liens") to be created by certain loan documents to be executed by Mortgagor in favor of Aetna Life Insurance Company, a Connecticut corporation, ("Aetna").

D. As a condition precedent to the consent by Trustee to the subordination by Trustee of the Junior Liens to the Senior Liens, Trustee has required that Mortgagor agree to amend the Trust Deed as hereinafter set forth.

E. Mortgagor and Trustee desire to amend the Trust Deed as hereinafter set forth, but not otherwise.

NOW, THEREFORE, in consideration of the execution of this instrument and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. The last sentence of Paragraph 10 of the Trust Deed is hereby amended to add the following:

> ";provided, however, that in the event Mortgagor fails to deliver to Mortgagee either (a) a receipt, signed by Aetna or its servicing agent, for the due and punctual payment of principal or interest on

Please return to: Sandra Rybak
Ticor Title Insurance Company
69 West Washington Street
Chicago, IL 60602 Re: 230418

Box 15

the Note, or any other payment due in accordance with the terms thereof, or (b) other evidence of such payment, which evidence must be satisfactory to Mortgagee in its sole and absolute discretion, on or prior to the day immediately preceding the date on which any such payment is due, Mortgagor shall be entitled to make such payment, and any amount so paid by Mortgagee on behalf of Mortgagor shall become immediately due and payable upon notice of same and with interest thereon at the rate or rates of interest set forth in the Note applicable to any period when a default exists thereunder."

2. Subparagraph 12 of the Trust Deed hereby is amended by adding the following as subparagraph (g):

"(g) the failure of Mortgagor to repay to Mortgagee when due any amount, with interest thereon, paid by Mortgagee on behalf of Mortgagor pursuant to the terms of Paragraph 10 hereof."

3. Paragraph 34.1 of the Trust Deed hereby is deleted in its entirety.

4. Paragraph 34.2 of the Trust Deed hereby is deleted in its entirety.

5. Paragraph 34.3 of the Trust Deed hereby is deleted in its entirety.

6. Paragraph 34.4 of the Trust Deed hereby is deleted in its entirety.

7. Paragraph 34.5 of the Trust Deed hereby is deleted in its entirety.

8. Exhibit "C" attached to the Trust Deed hereby is deleted in its entirety and the following is substituted in its place and stead:

(a) Leasehold Mortgage, Assignment of Rents and Security Agreement dated as of July 29, 1987, and recorded July 30, 1987 as document number 87419110 made by Lake Shore National Bank, not individually, but

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as Trustee under Trust Agreement dated November 30, 1984 and known as Trust No. 4967, to Aetna Life Insurance Company, a Connecticut corporation.

(b) Assignment of Leases and Rents, dated as of July 29, 1987, and recorded July 30, 1987 as document number 87419116 made by Lake Shore National Bank, not individually, but as Trustee under Trust Agreement dated November 30, 1984 and known as Trust No. 4967, to Aetna Life Insurance Company, a Connecticut corporation.

(c) Form UCC-2 Financing Statement, recorded July 30, 1987 in the Recorder's Office of Cook County, Illinois as document number 87419623 made by Lake Shore National Bank, not individually, but as Trustee under a Trust Agreement dated July 28, 1960 and known as Trust No. 4967, as Debtor, in favor of Aetna Life Insurance Company, a Connecticut corporation, as Secured Party.

9. Exhibit "D" attached to the Trust Deed hereby is deleted in its entirety.

10. In all other respects the terms and provisions of the Trust Deed shall remain in full force and effect.

11. This First Amendment to Trust Deed is executed by Lake Shore National Bank, not individually, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated November 30, 1984 and known as Trust Number 4967 at Lake Shore National Bank, to all provisions of which Trust Agreement this First Amendment to Trust Deed is expressly made subject. It is expressly understood and agreed that nothing contained in this First Amendment to Trust Deed shall be construed as creating any liability whatsoever against said Trustee or any other beneficiaries of this Trust personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee and said beneficiary of every sort, if any, hereby is expressly waived by Mortgagor, and by every person now or hereafter claiming any right or security hereunder; and that so far as the parties hereto are concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the Trust Estate from time to time subject to the provisions of said Trust Agreement for the payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked legal title to the property herein described, that said

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Trustee has no control over and under this First Amendment to Trust Deed, assumes no responsibility for (a) the management or control of such property, (b) the upkeep, inspection, maintenance or repair of such property, (c) the collection of rents or the rental of such property, or (d) the conduct of any business which is carried on upon such property.

IN WITNESS WHEREOF, Mortgagor and Trustee have executed this First Amendment to Trust Deed this 27th day of July, 1987.

MORTGAGOR:

LAKE SHORE NATIONAL BANK, not individually, but as Trustee under a Trust Agreement dated November 30, 1984 and known as Trust No. 4967

ATTEST:

By: _____
Its Assistant Secretary

By: _____
Its VICE PRESIDENT

TRUSTEE:

CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation UNDER TRUST DEED #74417790

ATTEST:

By: _____
Its ASST. SECRETARY

By: _____
Its ASST. VICE PRESIDENT

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MaryAnne Patek, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Robert A. Cosentino & Gloriastine Houston, personally known to me to be the Vice President & Asst. Secretary of Lake Shore National Bank in whose name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that (s)he they signed and delivered the said instrument as their (her) his free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 27th day of July, 1987.

Notary Public

My Commission Expires: 1-16-87

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen Piatek, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT LAVERNE HOWARD JOSEPH & DOWLING, personally known to me to be the ASST. VICE PRESIDENT Assistant Secretary of Chicago Title and Trust Company, an Illinois corporation in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as (her) his free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 29 day of July, 1987.

Notary Public

"OFFICIAL SEAL"
Kathleen Piatek
Notary Public, State of Illinois
My Commission Expires 12/15/88

My Commission Expires:

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EXHIBIT A

THE PREMISES

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EXHIBIT A

PART A

ESTATE 1:

LEASEHOLD ESTATE CREATED IN AND BY THAT CERTAIN INDENTURE OF LEASE DATED NOVEMBER 5, 1968 A MEMORANDUM OF WHICH WAS RECORDED APRIL 8, 1969 AS DOCUMENT NO. 20,804,412, AS AMENDED NOVEMBER 5, 1968, MAY 25, 1970, JUNE 18, 1971 AND FEBRUARY 15, 1977 MADE BY SAKS AND COMPANY, AS GROUND LESSOR, AND LAKE SHORE NATIONAL BANK TRUST NO. 2158, AS GROUND LESSEE, DEMISING THE LAND LEGALLY DESCRIBED IN PART B BELOW.

ESTATE 2:

THE OWNERSHIP OF THE BUILDING AND IMPROVEMENTS LOCATED ON THE LAND LEGALLY DESCRIBED IN PART B BELOW.

ESTATE 3:

SUBLEASEHOLD ESTATE CREATED IN AND BY THAT CERTAIN INDENTURE OF LEASE DATED JULY 1, 1971 MADE BY SAKS AND COMPANY, AS SUBLESSOR AND CLARIDGES PARKING CORPORATION, AS SUBLESSEE, AS DISCLOSED BY AGREEMENT REGARDING COMMENCEMENT OF TERM OF GARAGE SUBLEASE DATED MAY 1, 1973 AND RECORDED JULY 30, 1973 AS DOCUMENT NO. 22,419,030, AS AMENDED DECEMBER 21, 1972, MAY 1, 1973 AND FEBRUARY 15, 1977 AND EVIDENCED BY A MEMORANDUM OF GARAGE SUB-LEASE DATED AS OF JULY 15, 1980, AND RECORDED SEPTEMBER 22, 1980 AS DOCUMENT NO. 25,592,895, DEMISING THE "GARAGE FACILITIES" WITHIN THE BUILDING LOCATED ON THE LAND LEGALLY DESCRIBED IN PART B BELOW.

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PART B

THE SOUTHEAST 1/4 (EXCEPT THE WEST 1-1/2 FEET THEREOF) OF BLOCK 45 OF KINZIE'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 17-10-106-007 C.A.O. VOLUME: 501

ADDRESS OF PROPERTY: 140-160 EAST HURON STREET
CHICAGO, ILLINOIS

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