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NOTE AND MORTGAGE MODIFICATION AGREEMENT NO. 1

THIS AGREEMENT, made as of the 1st day of January, 1986, by and between WIEBOLDT STORES, INC., an Illinois corporation, as successor in interest to Des Plaines Properties Inc., an Illinois corporation, hereinafter referred to as "Wieboldt", and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation, hereinafter referred to as "Lender",

W I T N E S S E T H:

A. Des Plaines Properties Inc., an Illinois corporation ("Des Plaines") is the maker of (i) a Promissory Note ("the Note") dated December 23, 1970, in the amount of $7,200,000.00 made payable to Lender, and (ii) an Illinois Mortgage ("the Mortgage") dated December 23, 1970, and recorded in the office of the Recorder of Deeds of Cook County, Illinois on December 23, 1970 as Document No. 21351728 and on December 29, 1970 as Document No. 21354211, securing payment of the indebtedness evidenced by the Note and conveying the real and personal property described therein (and described in Exhibit A attached hereto, herein "the Property") to Lender. The Note evidences indebtedness of Des Plaines to Lender in the original principal amount of Seven Million, Two Hundred Thousand Dollars ($7,200,000.00), which indebtedness is hereinafter sometimes referred to as "the Loan." Pursuant to the terms of the Note and the Mortgage, the Loan was to be paid in quarterly installments, with the last of such installments to be paid on January 1, 1996.

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This Instrument Prepared By (and return after recording to):
Stephanie B. Baron, Esq.
Wilson & McIlvaine
135 S. LaSalle Street, Suite 2300
Chicago, Illinois 60603
or
Box 326

COOK COUNTY, ILLINOIS
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B. Paragraph 33 of the Mortgage provides that Des Plaines shall not permit the Property to be transferred to Wieboldt by corporate merger or other action.

C. On or about December 20, 1985, Des Plaines and Wieboldt merged with Wieboldt being the surviving corporation and thereby becoming the owner of fee title to the Property.

D. In consideration of Lender's consent to the foregoing merger and waiver of any rights Lender may have to declare a default under the Mortgage as a result of said merger, and in further consideration of Wieboldt's assumption of Des Plaines' obligations under the Note and Mortgage, Wieboldt and Lender have mutually agreed to modify and amend the terms and provisions of the Note and the Mortgage to increase the interest rate payable on the Loan to eleven percent (11%) per annum.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged by each of the parties hereto, Wieboldt and Lender agree as follows:

1. Change in Interest Rate.

Wieboldt and Lender hereby agree that:

a. Effective January 1, 1986 the rate of interest payable on the Loan shall be increased to eleven percent (11%) per annum.

b. Installments of principal and interest shall continue to be paid in successive quarterly installments, commencing April 1, 1986 and continuing until January 1, 1996, at the rate of One Hundred Eighty-Nine Thousand One Hundred Thirty-Five and No/100 Dollars ($189,135.00) each. On January 1, 1996, Wieboldt shall pay the entire balance of principal then remaining unpaid, together with all accrued and unpaid interest.

2. Estoppel.

As of January 1, 1986 (and after the quarterly installment due on such date) the amount of principal then remaining unpaid on the Loan was $4,554,004.28.

3. Payment of Consent Fee and Lender's Expenses.

Lender acknowledges receipt of a fee in the amount of Forty-Five Thousand and No/100 Dollars ($45,000.00), as consideration for its consent to the merger, Wieboldt's assumption of the obligations under the Note and Mortgage and its approval of the increased interest rate as provided herein. Wieboldt agrees, in addition, to pay all fees and expenses of Lender incurred in connection with the preparation and execution of this agreement, including reasonable attorney's fees.

4. Wieboldt's Warranties and Representations.

Wieboldt represents and warrants that:

a. Neither Wieboldt nor Des Plaines has committed or suffered any default under the terms and provisions of the Note or the Mortgage, or any other instrument or agreement evidencing or securing the Loan, which has not been cured;

b. The real and personal property described in the Mortgage is subject to no other mortgage, lien or encumbrance, except for the mortgage dated December 19, 1985 and recorded on December 20, 1985 as Document No. 85331968 in favor of Household Commercial Financial Services, Inc., a Delaware corporation, to secure a note in the principal amount of $32,500,000.00, which mortgage shall be subordinate to the lien of the Mortgage and the rights of no other lender or holder of any mortgage, lien or encumbrance shall be affected in any way by the terms of this agreement, or by the performance of the agreements set forth herein, except as may be provided in this Paragraph b.

c. The execution and delivery of this agreement have been authorized by proper corporate action of Wieboldt Stores, Inc.; and

d. The execution and delivery of this agreement do not require the consent or approval of any other party other than Household Commercial Financial Services, Inc.

5. Endorsement of Note.

Lender shall add an endorsement to Page 2 of the Note reading: "This Note has been modified by Note and Mortgage Modification Agreement No. 1 dated as of January 1, 1986."

6. Ratification.

Except as hereby modified and amended, the Note and Mortgage and all other documents evidencing and securing the Note, and all terms and provisions thereof, are hereby ratified and confirmed.

IN WITNESS WHEREOF, Wieboldt and Lender have caused this Agreement to be executed and attested by their duly authorized and officers as of the date and year first above written.

WIEBOLDT STORES, INC.,
an Illinois corporation, as
Successor in Interest to Des Plaines
Properties Inc., an Illinois
corporation

ATTEST:

WIEBOLDT STORES CORPORATE SEAL INC. ILLINOIS

Assistant Secretary

By: _____
Its Exec Vice President

THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES, a New York
corporation

ATTEST:

Assistant Secretary
Evelyn T. Emanuels

By: _____
Its Vice President

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 27th day of January, 1986 by Eliot I.reen, Executive Vice Pres., and Barry Gersowsky, Assistant Secretary, of Wieboldt Stores, Inc., an Illinois corporation, on behalf of the corporation.

Susan L. Wood
Notary Public

"OFFICIAL SEAL"
SUSAN L. WOOD
Notary Public, State of Illinois
My Commission Expires May 30, 1989

My Commission Expires:

May 30, 1989

STATE OF ~~ILLINOIS~~ Georgia)
) SS
COUNTY OF ~~COOK~~ Fulton)

The foregoing instrument was acknowledged before me this 20th day of January, 1987 by Richard R. Dolson, Vice President, and Evelyn T. Emanuele, Assistant Secretary, of The Equitable Life Assurance Society of the United States, a New York corporation, on behalf of the corporation.

Josephine Ward
Notary Public

Notary Public, Gwinnett County, Georgia
My Commission Expires Nov. 9, 1990

My Commission Expires:

Common Address of Property: 300 South Wieboldt Drive
Des Plaines, Illinois

Permanent Index Nos.: 09-18-214-012-0000

EXHIBIT A

PARCEL 1:

THAT PART OF THE EAST 1/2 OF FRACTIONAL SECTION 18 AND OF THE WEST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF WOLF ROAD WITH THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 18, SAID POINT BEING 583.33 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTH EAST 1/4; THENCE SOUTH 02 DEGREES 04 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE OF WOLF ROAD 535.54 FEET TO A POINT; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE WEST, TANGENT TO THE LAST DESCRIBED LINE AND WITH A RADIUS OF 1223.57 FEET, A DISTANCE OF 603.64 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, SAID POINT BEING 50 FEET NORTHWESTERLY OF THE CENTER LINE BETWEEN TWO MAIN TRACKS IN SAID RIGHT OF WAY, THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF RIGHT OF WAY BEING A CURVED LINE CONVEX TO THE NORTH WEST, WITH A RADIUS OF 2915 FEET, A DISTANCE OF 494.80 FEET TO A POINT; THENCE NORTH 47 DEGREES 29 MINUTES 30 SECONDS EAST 427.85 FEET TO A POINT; THENCE NORTH 34 DEGREES 49 MINUTES 40 SECONDS EAST 80.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE NORTH 34 DEGREES 49 MINUTES 40 SECONDS EAST 345.55 FEET TO A POINT; THENCE NORTH 02 DEGREES 04 MINUTES 30 SECONDS EAST 162.62 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 18; THENCE WEST ALONG SAID NORTH LINE 175.28 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF NEW WELLER CREEK AS ESTABLISHED BY DOCUMENT NUMBER 20490450; THENCE NORTH 03 DEGREES 43 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY LINE 649.91 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID NEW WELLER CREEK 390.57 FEET NORTHEASTERLY ALONG THE ARC OF A CIRCLE OF 450.88 FEET RADIUS CONVEX TO THE NORTH WEST WHICH CHORD BEARS NORTH 25 DEGREES 31 MINUTES 57.5 SECONDS EAST; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 53 DEGREES 20 MINUTES 55 SECONDS EAST, TANGENT TO THE LAST DESCRIBED ARC, A DISTANCE OF 544.01 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 68.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE MOST NORTHEASTERLY TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTH 55 DEGREES 56 MINUTES 37 SECONDS EAST ALONG SAID PARALLEL LINE 1180.02 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CIRCLE OF 635.47 FEET RADIUS CONVEX TO THE NORTH WEST WHICH CHORD BEARS SOUTH 64 DEGREES 03 MINUTES 48 SECONDS WEST, SAID ARC BEING DRAWN 40.00 FEET (MEASURED RADIALLY) NORTHERLY OF AND CONCENTRIC WITH THE CENTER LINE OF THE SPUR TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHWESTERLY 649.57 FEET ALONG THE LAST DESCRIBED ARC TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY 172.126 FEET ALONG THE ARC OF A CIRCLE OF 540.26 FEET RADIUS CONVEX TO THE SOUTH EAST AND WHICH CHORD BEARS SOUTH 43 DEGREES 54 MINUTES 26 SECONDS WEST TO A POINT OF TANGENCY; THENCE SOUTH 53 DEGREES 02 MINUTES 04 SECONDS WEST 894.51 FEET ALONG A LINE 40.00 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID SPUR TRACK TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF A LINE DRAWN 20.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE SPUR TRACK AFORESAID; THENCE SOUTH 34 DEGREES 49 MINUTES 40 SECONDS WEST ALONG SAID PARALLEL LINE 456.64 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN AT SOUTH 55 DEGREES 10 MINUTES 20 SECONDS EAST THROUGH THE HEREIN DESIGNATED PLACE OF BEGINNING; THENCE NORTH 55 DEGREES 10 MINUTES 20 SECONDS WEST 30.00 FEET TO SAID POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY NORTHERN ILLINOIS GAS COMPANY, A CORPORATION OF ILLINOIS, TO CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A CORPORATION OF WISCONSIN, DATED MARCH 11, 1966 AND RECORDED MAY 13, 1966 AS DOCUMENT NUMBER 19825175 FOR THE CONSTRUCTION, REPAIR, MAINTENANCE AND OPERATION OF A ROADWAY OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PROPERTY, TO WIT: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF WOLF ROAD WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 18, SAID POINT BEING 583.33 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 18; THENCE SOUTH 02 DEGREES 04 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE OF WOLF ROAD, A DISTANCE OF 535.54 FEET TO A POINT; THENCE SOUTHERLY ALONG THE CURVED EAST LINE OF WOLF ROAD BEING CONVEX TO THE WEST, TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 1223.57 FEET, AN ARC DISTANCE OF 385.20 FEET MORE OR LESS TO THE POINT OF BEGINNING, SAID POINT BEING AN ARC DISTANCE OF 219.66 FEET NORTHERLY OF THE INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY CURVED RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS MEASURED ALONG SAID CURVED EASTERLY LINE OF WOLF ROAD; THENCE SOUTH 85 DEGREES 48 MINUTES EAST, A DISTANCE OF 239.26 FEET TO THE INTERSECTION OF SAID LINE WITH A CURVED LINE, CONVEX TO THE NORTH WEST, HAVING A RADIUS OF 2945 FEET AND BEING 80 FEET NORTHWESTERLY BY RADIAL MEASUREMENT OF THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF SAID RAILWAY; THENCE NORTHEASTERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 441.83 FEET TO THE SOUTHEASTERLY LINE OF THE PARKER-HANNIFIN CORPORATION PROPERTY; THENCE SOUTH 47 DEGREES 29 MINUTES 30 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID CORPORATION PROPERTY, A DISTANCE OF 188.92 FEET TO THE AFORESAID CURVED NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILWAY, SAID NORTHWESTERLY RIGHT OF WAY LINE BEING A CURVED LINE CONVEX TO THE NORTH WEST, HAVING A RADIUS OF 2916 FEET AND BEING 50 FEET NORTHWESTERLY, BY RADIAL MEASUREMENT, OF THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF SAID RAILWAY; THENCE SOUTHWESTERLY ALONG SAID CURVED NORTHWESTERLY RIGHT OF WAY LINE, AN ARC DISTANCE OF 263.55 FEET TO THE INTERSECTION OF SAID LINE WITH A LINE 30 FEET SOUTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE FIRST DESCRIBED LINE; THENCE NORTH 85 DEGREES 48 MINUTES WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 240.32 FEET TO SAID EASTERLY CURVED LINE OF WOLF ROAD; THENCE NORTHWESTERLY ALONG SAID CURVED EASTERLY LINE, AN ARC DISTANCE OF 31.71 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED MADE BY CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A WISCONSIN CORPORATION, TO DES PLAINES PROPERTIES, INCORPORATED, A DELAWARE CORPORATION, DATED JUNE 12, 1970 AND RECORDED JUNE 16, 1970 AS DOCUMENT NUMBER 21124848 FOR INGRESS AND EGRESS AND DRIVEWAY OVER, THROUGH AND UPON THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

THAT PART OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF WOLF ROAD WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 18, SAID POINT BEING 583.33 FEET EAST OF THE NORTH WEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 18; THENCE SOUTH 02 DEGREES 04 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE OF WOLF ROAD 535.54 FEET TO A POINT; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE WEST, TANGENT TO THE LAST DESCRIBED LINE AND WITH A RADIUS OF 1223.57 FEET, A DISTANCE OF 603.64 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY

Exhibit A - continued

LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY RIGHT OF WAY, SAID POINT BEING 50 FEET NORTHWESTERLY OF THE CENTER LINE BETWEEN THE TWO MAIN TRACKS IN SAID RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF RIGHT OF WAY, BEING A CURVED LINE CONVEX TO THE NORTH WEST, WITH A RADIUS OF 2915 FEET, A DISTANCE OF 494.80 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE NORTH 47 DEGREES 29 MINUTES 30 SECONDS EAST 427.85 FEET; THENCE NORTH 34 DEGREES 49 MINUTES 40 SECONDS EAST 80.00 FEET; THENCE SOUTH 55 DEGREES 10 MINUTES 20 SECONDS EAST 30.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 20.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF THE SPUR TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE SOUTH 34 DEGREES 49 MINUTES 40 SECONDS WEST 83.33 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 30 SECONDS WEST 244.39 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY RIGHT OF WAY AFORESAID; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 189.22 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS