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SUPPLEMENTAL OPEN END
MORTGAGE AND SECURITY AGREEMENT

THIS SUPPLEMENTAL OPEN END MORTGAGE AND SECURITY AGREEMENT (this "Supplemental Mortgage") is entered into as of this 27 day of January, 1988 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under Trust Agreement dated January 14, 1981 and known as Trust No. 51729 ("Mortgagor"), and BANK OF MONTREAL, NEW YORK BRANCH, and THE BANK OF NOVA SCOTIA (the "Banks"), and BANK OF MONTREAL, as agent for said Banks (the "Agent"), 430 Park Avenue, New York, New York (the Banks and the Agent being collectively referred to herein as the "Mortgagees").

W I T N E S S E T H:

WHEREAS, Mortgagor has entered into that certain Open End Mortgage and Security Agreement dated May 14, 1986 and recorded as Document No. 86193534 and registered with the Registrar of Titles as Document No. LR3515819 (the "Original Mortgage," the Original Mortgage and this Supplemental Mortgage being hereinafter collectively referred to as the "Mortgage") by and between Mortgagor and the Mortgagees regarding that certain real property located in Cook County, Illinois described on Exhibit "A" attached hereto and made a part hereof (the "Premises"), as security for the obligations of Cablevision of Chicago, an Illinois limited partnership (the "Company"), pursuant to the terms of that certain Revolving Credit and Term Loan Agreement dated May 15, 1986 by and among the Company and the Mortgagees, as amended by that certain First Amendment dated March 31, 1987 (collectively, the "Credit Agreement"), and the Promissory Notes issued thereunder (the "Notes"); and

WHEREAS, the Company and the Mortgagees have executed that certain Second Amendment to the Credit Agreement of even date herewith, which Second Amendment, among other changes, increases the aggregate permissible indebtedness evidenced by the Notes to Thirty-Four Million Dollars ($34,000,000.00); and

WHEREAS, in order to evidence the increased indebtedness, the Agent has returned the initial Notes held by the Agent to the Company, and the Company has executed and delivered to the Agent

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certain replacement Notes in accordance with the terms of the Credit Agreement, as amended; and

WHEREAS, the Mortgagees have required Mortgagor to execute and deliver this Supplemental Mortgage in order to secure the entire principal indebtedness evidenced by the Credit Agreement and the Notes;

NOW, THEREFORE, in consideration of the foregoing premises and in order to secure the payment in full of all of the Company's obligations under the Credit Agreement and the Mortgage, the Mortgagor hereby agrees as follows:

1. Mortgagor hereby assigns, conveys in trust, grants a security interest in, hypothecates, mortgages, pledges and sets over unto the Mortgagees all of the "Mortgaged Property," as that term is defined in the Original Mortgage, as security for the repayment of the additional indebtedness in the amount of One Million Five Hundred Thousand Dollars ($1,500,000.00), and bringing the aggregate indebtedness secured by the Mortgage to Thirty-Four Million Dollars ($34,000,000.00), together with all other sums, including without limitation interest thereon and all fees and expenses, now or hereafter owing to the Mortgagees whether pursuant to the Credit Agreement or Notes or any amendments thereto, extensions or renewals thereof, or other agreements or instruments, and the performance by the Company of its obligations under the Credit Agreement and the Mortgage.

2. All references to the Credit Agreement shall be construed as referring to the Credit Agreement and the Second Amendment thereto, as well as all other amendments thereto or extensions or renewals thereof, and all references to the Notes shall refer to all notes given by the Company to the Mortgagees pursuant to the Credit Agreement.

3. Except as otherwise specifically set forth herein, all of the terms and conditions set forth in the Original Mortgage are hereby incorporated into this Supplemental Mortgage by this reference with the same force and effect as if said terms and conditions were reprinted in full herein.

4. This Supplemental Mortgage is executed by the Mortgagor, not personally but as Trustee under said Trust Agreement in the exercise of the power and authority conferred upon and invested in it as such Trustee (and said Mortgagor hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of the Mortgagor personally to pay any indebtedness accruing hereunder or to perform any covenant contained herein, either express or implied, all such liability being hereby waived by the Mortgagees, the legal owners or holders of the Notes and by every

person now or hereafter claiming any right or security hereunder; and that the legal holders of the Notes and the owners of any indebtedness accruing hereunder shall look solely to the Mortgaged Property described herein for the payment and performance thereof, by the enforcement of the lien created in the Mortgage.

IN WITNESS WHEREOF, this Supplemental Mortgage has been duly executed and delivered to the Mortgagees by the Mortgagor as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By: _____

Its: VICE PRESIDENT

Attest: _____

Its: ASSISTANT SECRETARY

This instrument prepared by, and upon recording should be returned to:

David M. Huggin
Sullivan & Cromwell
125 Broad Street
New York, N.Y. 10004

DEPT-01 RECORDING $15.25
T#2222 TRAN 1190 01/29/88 10:13:00
#5349 # D *-88-043631
COOK COUNTY RECORDER

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, KULA DAVIDSON, a Notary Public in and for said County in the state of aforesaid, DO HEREBY CERTIFY that [illegible], VICE PRESIDENT of American National Bank and Trust Company of Chicago, and [illegible] of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix the said Corporate Seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of JAN 28 1988, 1988.

Kula Davidson
Notary Public

My Commission Expires:

_____

"OFFICIAL SEAL"
Kula Davidson
Notary Public, State of Illinois
My Commission Expires 12/26/90

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SCHEDULE A

PARCEL 3:

LOT 3 (EXCEPT THE EAST 7 FEET THEREOF), LOTS 4 AND 5 IN BLOCK 1 IN OAK PARK AVENUE SUBDIVISION A SUBDIVISION OF LOTS 2 AND 3 AND THAT PART OF LOT 1 LYING WEST OF OAK PARK AVENUE IN PARTITION BY THE CIRCUIT COURT OF THE EAST HALF OF LOT 2 IN THE SUBDIVISION OF MURPHY AND OTHERS OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST HALF OF THE SOUTH WEST QUARTER) IN COOK COUNTY, ILLINOIS

16-18-108-027 D20 ALL

PARCEL 4: LOTS 1, 2, AND 3 IN THE SUBDIVISION OF LOTS 10 TO 15 INCLUSIVE AND THE ALLEY BETWEEN IN BLOCK 3 IN FORCES SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE EAST HALF OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5: FM016-017 - 326-022 . ALL

LOT 15 (EXCEPT THE SOUTH 17 FEET) IN SUBDIVISION OF BLOCK 4 IN FORCES SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE EAST HALF OF THE SOUTH WEST 1/4 IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

16-07-327-009 FKO

PARCEL 6:

LOTS 13, 14 AND THE SOUTH 17 FEET OF LOT 15 IN BLOCK 4 IN SUBDIVISION OF BLOCKS 2, 3 AND 4 IN FORCES SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-07-327-010 ALL FKO

Permanent Tax No.s 16-18-108-027
16-07-326-022
16-07-327-009
16-07-327-010

Address: 820-832 West Madison
Oak Park, Illinois

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