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(Illinois)

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#### FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT dated as of the 15th day of March, 1988, between BAGCRAFT CORPORATION OF AMERICA, a Delaware corporation ("Borrower"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Lender");

### WITNESSETH:

\$18,00

WHERFAS, Borrower and Lender executed a Loan and Security Agreement dated as of May 26, 1987, as amended by a letter amendment dated as of August 1, 1987, by a Second Amendment dated as of November 2, 1987, and by a Third Amendment of even date herewith (said I can and Security Agreement, as amended and as same may be further smended from time to time, is hereinafter called the "Loan Agreement"); and

WHEREAS, Borrower executed and delivered to Lender (i) a Promissory Note dated May 26, 1987 in the face amount \$25,000,000.00 made by Borrower and payable to Lender, and (ii) a Promissory Note dated November 6, 1987 in the face amount of \$1,000,000.00 made by Borrower and payable to Lender, both of which Promissory Notes were restated by a Promissory Note of even date herewith in the face amount of \$29,500,000.00 made by Borrower and payable to Lender (said Promissory Note, as restated and as same may be further restated or amended from time to time, is herein called the "Note"); and

WHEREAS, to secure payment of the Note, Borrower executed and delivered to Lender, among other things, a Mortgage, Assignment of Rents and Security Agreement dated as or May 26, 1987, encumbering the property legally described on Exhibit A attached hereto, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 29, 1987, as Document No. 87288887 (said Mortgage, as same may be amended from time to time, is herein called the "Mortgage"); and

WHEREAS, Borrower and Lender desire to amend the Nortgage to, among other things, (i) increase the amount of the Meximum Loan Amount (as such term is defined in the Mortgage) made available by Lender to Borrower and (ii) reflect the amendments set forth herein:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

In order to induce Lender to enter into this First Amendment, Borrower hereby represents and warrants to Lender that (a) each of the foregoing recitals is true and correct, (b) all of the representations, warranties and covenants in the Mortgage are true and complete on the date hereof with the same force and effect as if made on such date, (c) as of the date hereof, the outstanding principal balance under the Note is \$25,300,000.00 and amount of accrued and unpaid interest thereunder

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\$97.059,71, and (d) the Mortgage is in full force and effect and Borrower has no offsets, defenses, claims, causes of action or counterclaims with respect thereto or otherwise against Lender.

- 2. The Mortgage is hereby amended as follows: the phrase "Twenty-Five Million and No/100 Dollars (\$25,000,000.00)" beginning in the sixth (6th) line of the third (3rd) WHEREAS clause on page 1 thereof is hereby deleted and the phrase "Twenty-Nine Million Five Hundred Thousand and No/100 Dollars (\$29,500,000), provided, however, that such amount may be reduced, from time to time, as mutually determined by the Lender and the Borrower" is hereby substituted therefor.
- 3. Unless on or before March 31, 1988, Borrower has caused to be delivered to Lender an endorsement to Chicago Title Insurance Company Loan Title Insurance Policy No. 71-18-132 later dating the title policy to the date hereof, reflecting the recording and filing hereof, insuring that the recording and filing hereof will not adversely affect or impair the priority or validity of the lien of the Mortgage, and showing no new matters unacceptable to Lender, in form and substance satisfactory to Lender, this First Amendment shall, at the option of Lender, be null and void, of ro force or effect.
- 4. Except as a merded hereby, the Mortgage shall be and remain in full force and effect in accordance with its terms and is hereby ratified and confirmed.
- 5. All references in any document or instrument executed pursuant to or in connection with the Mortgage shall be deemed to refer to the Mortgage as amended hereby.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their army authorized representatives as of the day, month and year first above written.

Mark F. Santacrose,

Assistant Secretary

(SEAL)

BAGCRAFT CORPOFATION OF AMERICA, a Delaware corporation

Y: Mh. / V Peter R. Harvey, Vice President

ATTEST:

This Chaleding Secretary

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association

By:

Its

VICE PRESIDENT

COOK COUNTY, ILLINOIS FRED FOR RECORD

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C.C.

This instrument was prepared by and after recording should be returned to:

Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606-3693
Attention: John A. Goldstein, Esq.

Address of Property:

3900 West 43rd Street Chicago, Illinois

Permanent Real Estate Index Numbers:

19-02-100-027 (Parcel 1)
19-02-100-028 (Parcel 2)
19-02-100-031 (Parcel 3)

STATE OF ILLINOIS	)		
COUNTY OF COOK	) \$S. )		
that PETER R. HARVE AMERICA, a Delaware Secretary of said comportation, respect and acknowledged that their own free and vof said corrotation, and said Assistant Stand affix the scale own free and volunts said corporation. 10	corporation, whose name vice Preside ively, appet they signed oluntary act for the use of said corpary act and rethe uses a hand and	esident of BA, and MARK F. who are person are subscript and Assist ared before red and delivered and as the fee and there poration to sas the free and purposes the free and f	ed, a Notary Public in d. DO HEREBY CERTIFY GCRAFT CORPORATION OF SANTACROSE, Assistant and the control of the foregoing and Secretary of said and secretary of said instrument as free and voluntary act es therein set forth, aid instrument as his and voluntary act of therein set forth.
(SEAL)			y Public
STATE OF ILLINOIS	) SS.	Commission E	MY COMMISSION EXPIRES MARCH 28, 1988
I, Tayn R and for said County that Peter D. Keser ILLINOIS NATIONAL BAbanking association, of said bank, who persons whose names such Vice President before me this day in delivered said instruas the free and volpurposes therein set there acknowledged t said instrument as hand voluntary act of set forth.	NK AND TRUS  and Hair ( are personal are subscrib and kinking) aperson and ament as the untary act forth; and hat he, di s own free said bank,	If COMPANY OF Company	c, a Notary Public in d, DO HEREBY CERTIFY SID IN OF CONTINENTAL CHICAGO, a national of the same regoing instrument as espectively, appeared that they signed and and voluntary ast and k, for the uses and secretary then and
GIVEN under my	1988.		this $25\%$ day of
(	$\mathcal{L}$	100	7770000

My Commission Expires: \_\_SEPTEMBER 24, 1989

(SEAL)

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#### EXHIBIT A

#### LEGAL DESCRIPTION

#### Parcel 1:

An irregular shaped parcel of land in the West 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the North line of private West 43rd Street (a private street) said North line of private West 43rd Street being 33.0 feet North of and parallel to the South line of the West 1/2 of the Northwest 1/4 of said Section 2, and a line 199.07 feet (measured parallel to aforesaid South line of the West 1/2 of the Northwest 1/4 of Section 2) West of and parallel to the East line of said West 1/2 of the Northwest 1/4 of Section 2, said last described parallel line being the Easterly boundary line of the premises conveyed by the First National Bank of Chicago, to the then Trustees of the Central Manufacturing District by deed dated April 9, 1957 and recorded in the Recorder's office of Cook County, Illinois on May 27, 1957 in Book 54908, at Prige 226 as Document 16915322; thence North along the last described parallel line, 308.29 feet to a point; said point being also the Northeast corner of the said premises as conveyed by deed dated April 9, 1957 as aforementioned; thence Northeasterly along a curve convex to the Southeast, having a radius of 295.12 feet, an arc distance of 229.84 feet, more or less, to its intersection with a line 519.27 feet, by rectangular measurement, North of and parallel to said South line of the West 1/2 of the Northwest 1/4 of Section 2, said point of intersection being 160.16 feet (measured parallel to aforesaid South line of the West 1/2 of the Northwest 1/4 of Section 2; thence East along the last described parallel line to a point 158.0 feet, by rectangular measurement West of and parallel to said East line of the West 1/2 of the Northwest 1/4 of Section 2; thence Southeasterly along a curved line convex to the Southwest, having a radius of 584.21 feet, an arc distance of 209.93 feet, more or less, to a point which is 314.32 feet by rectangular measurement, North of said South line of the West 1/2 of the Northwest 1/4 of Section 2, measured

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along а Southeasterly on a straight line to a point which is 212.9 feet, by rectangular measurement North of the said South line of the West 1/2 of the Northwest 1/4 of Section 2, and 82.41 feet West of the East line of said West 1/2 of the Northwest 1/4 of Section 2, measured along a line parallel to the South line thereof; thence Southeasterly on a curve convex to the Northeast, having a radius of 562.19 feet, an arc distance of 19.0 feet, more or less to a point which is 195.08 feet, by rectangular measurement, North of the South line of the West 1/2 of the Northwest 1/4 of Section 2 and 76.02 feet West of the East line of said West 1/2 of the Northwest 1/4 of Section 2, measured along a line parallel with the South line thereof; thence Southerly on a curve convex to the East, having a radius of 317.63 feet, an arc distance of 127.55 feet, more or less, to a point which is 69.58 feet, by rectangular measurement, North of said South line of the West 1/2 of the Northwest 1/4 of Section 2, and 60.26 feet West of the East line of said West 1/2 of the Northwest 1/4 of Section 2, measured along a line parallel with the South line thereof; thence southerly along a straight line to a point in the North line of West 43rd Street aforementioned, said point being 63.05 line of West 43rd Street, aforementioned, said point being 63.05 feet West of the East line of said West 1/2 of the Northwest 1/4 of Section 2 measured along a line parallel with the South line thereof; thence West along said North line of West 43rd Street, a distance of 235.01 feet to the point of beginning, in Cook County, Illinois.

#### Parcel 2:

That part of the West 1/2 of the Northwest 1/4 of Section 2, Township 38 North, Range 1? East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the North line of West 43rd Street (a private street), sail North line of West 43rd Street being 33.0 feet North of and parallel to the South line of West 1/2 of the Northwest 1/4 of said Section 2, and a line 299.07 feet (measured parallel to aforesaid South line of the West 1/2 of the Northwest 1/4 of Section 2) West of and parallel to the East line of said West 1/2 of the Northwest 1/4 of Section 2, said last described parallel line being the Easterly boundary line of the premises conveyed by the First National Bank of Chicago, to the then Trustees of the Central Manufacturing District by deed dated April 9, 1957 and recorded in the Recorder's Office of Cook County, Illinois, on May 27, 1957 in Book 54908, at Page 226 as Document 16915322; thence North along the last Described parallel line, 182.0 feet; thence West along a line parallel to the North line of aforesaid West 43rd Street,

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57.75 feet to an existing brick wall of a one story brick building; thence Southerly along the said brick wall and its Southerly extension, 182.0 feet to the North line of said West 43rd Street; thence east along said North line of West 43rd Street 60.05 feet to the point of beginning, in Cook County, Tilingia. Illinois.

also

#### Parcel 3:

That part lying West of a straight line parallel to and 299.07 feet (measured parallel to the South line of the West 1/2 of the Northwest 1/4 of Section 2, West of the East line of the West 1/2 of the Northwest 1/4 of Section 2, of the following described premises:

An irregular shaped parcel of land in the West 1/2 of Section 2,, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the North line of private West 43rd Street (a private street), said North line of private West 43rd Street being 33 feet North of and parallel to the South line of the West 1/2 of the North West 1/4 of said Section 2, and a line 784.07 feet, (measured parallel to aforesaid South line of the West 1/2 of the Northwest 1/4 of Section 2, West of and parallel to the East line of said West 1/2 of the Northwest 1/4 of Section 2; said last described parallel line being the Easterly boundary line of the premises conveyed by the First National Bank of Chicago to the then Trustees of Central Manufacturing District by deed dated July 18, 1951 and recorded in the Recorder's Office of Cook County, Illinois on July 26, In the Recorder's Utrice of Cook County, Illinois on July 26, 1951 in Book 47027, at page 15% as Document 15132507; thence North along the last described garallel line 248.02 feet to a point; thence Northeasterly on a schaight line 131.28 feet, more or less, to its intersection with a line 301 feet, by rectangular measurement, North of and parallel to said South line of the West 1/2 of the Northwest 1/4 of Section 2, said point of intersection being 654.07 feet (measured parallel to aforesaid South line of the West 1/2 of the Northwest 1/4 of Section 2. the West 1/2 of the Northwest 1/4 of Section 2, West of said East line of the West 1/2 of the Northwest 1/4 of Section 2; thence East along the last described line to a point of curve, said point of curve being 447.89 feet (measured parallel to aforesaid South line of the West 1/2 of the Northwest 1/1 of Section 2) West of the Southeast line of the West 1/2 of the Northwest 1/4 of Section 2; thence Northeasterly along a curve, convex to the Southeast, having a radius of 295.12 feet, an arc distance of

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OPCOOK COUNTY CIERT'S OFFICE beginning, in Cook County, Illinois; excepting therefrom that part thereof described above as Parcel 2, all in Cook County, Illinois.