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RETURN TO:

Ami Pissetzky
Bank Leumi Le-Israel B.M.
100 North LaSalle Street
Chicago, Illinois 60602

DEPT-01 RECORDING 913.25
TRADING TRM 5487 09/14/89 111-7100
43285 + C. # - 89 - 433103
COOK COUNTY RECORDER



FIRST AMENDMENT TO MORTGAGE AND SECURED BUSINESS NOTE

THIS FIRST AMENDMENT TO MORTGAGE AND SECURED BUSINESS NOTE (this "Amendment"), made as of March 17, 1989 by and between CONGREGATION OK TORAH, an Illinois not for profit corporation, 3740 West Dempster Street, Skokie, Illinois ("Mortgagor") and BANK LEUMI LE-ISRAEL B.M., CHICAGO BRANCH, 100 North LaSalle Street, Chicago, Illinois ("Mortgagee"),

WITNESSETH: THAT

WHEREAS, Mortgagor is indebted to Mortgagee pursuant to a certain Secured Business Note dated March 17, 1988 (the "Note") in the original principal amount of Four Hundred Thirty-five Thousand Dollars (\$435,000.00); and

WHEREAS, the Note is secured by a Mortgage dated March 17, 1988 recorded in the office of the Cook County Recorder of Deeds as Document Number 88112080, encumbering the property legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Mortgagor and Mortgagee have agreed to amend the Note and the Mortgage so as to increase the indebtedness evidenced and secured thereby to Four Hundred Eighty-five Thousand Dollars (\$485,000.00), and to extend the maturity thereof to March 17, 1990; and

WHEREAS, all words and terms used in this Amendment which are defined in the Note or the Mortgage shall have the same meanings ascribed to them in the Note and/or the Mortgage, as the case may be, unless otherwise defined herein or unless the context hereof clearly requires otherwise;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

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1. The Note is hereby amended by deleting the first four lines thereof, and inserting the following in lieu thereof:

"On March 17, 1990, for value received, the undersigned promises to pay to the order of Bank Leumi Le-Israel B.M., Chicago Branch (hereinafter called "Lender") at its office in Chicago, Illinois, the principal sum of Four Hundred Eighty-five Thousand Dollars (\$485,000.00),"

2. The Mortgage is hereby amended by deleting the second paragraph thereof and inserting the following in lieu thereof:

"THAT WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon the Secured Business Note of even date herewith in the principal sum of Four Hundred Eighty-five Thousand Dollars (\$485,000.00) payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor has promised to pay the said principal sum and interest at the rate and in installments as provided in said Note, with a final payment of the balance due on the seventeenth (17th) day of March, 1990, and all of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee at 100 North LaSalle Street, Chicago, Illinois."

3. Except as amended herein, the Note and Mortgage are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Mortgage and Secured Business Note as of the day and year first above-written.

BANK LEUMI LE-ISRAEL B.M.,
CHICAGO BRANCH

By: A. Pesetsky

Its: A.V.P.

CONGREGATION OR TORAH, an
Illinois not for profit
corporation

By: [Signature]

President

By: X Stanley Newsham

Vice Pres

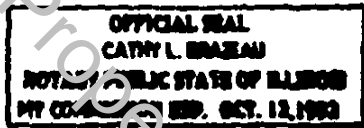
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

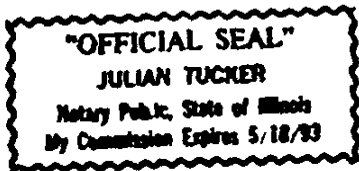
The foregoing First Amendment to Mortgage and Secured Business Note was acknowledged before me by Ami Pissetsky, the Assistant Vice-President of Bank Leumi Le Israel, B.M., Chicago Branch, a _____ corporation, on behalf of the corporation.



Cathy L. Bronzeau
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing First Amendment to Mortgage and Secured Business Note was acknowledged before me by KALPH FISHKIN, the President of Congregation Or Torah, an Illinois not for profit corporation, on behalf of the corporation.



* Julian Tucker
Notary Public

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