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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT

This Second Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement, (this "Amendment") is made as of March 15, 1989, between LASALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under Trust Agreement dated June 15, 1988 and known as Trust No. 113324 ("Mortgagor") with a mailing address at 135 South LaSalle Street, P. O. Box 729, Chicago, Illinois 60690 and by Robert Heller ("Heller") and Bruce Keith ("Keith"), each individually and as a general partner of Lincoln Center Partnership, an Illinois general partnership, ("Partnership"), with a mailing address at 53 West Jackson, Suite 526, Chicago, Illinois 60604 (Trustee, Heller, Keith and Partnership are collectively referred to as "Borrower") and Continental Bank N.A. (formerly known as Continental Illinois National Bank and Trust Company of Chicago, a national banking association) (herein, together with its successors and assigns, called "Lender").

R E C I T A L S:

A. WHEREAS, Borrower is the maker of a certain Replacement Mortgage Note dated December 15, 1988 in the amount of Four Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars ($487,500.00) payable to the order of Lender (the "Note") which Note is secured by the Mortgage and which Note replaced that certain original Note in like amount dated July 6, 1988; and

B. WHEREAS, Borrower remains liable upon the Note; and

C. WHEREAS, the Note is secured by a certain Mortgage Assignment of Leases and Rents and Security Agreement dated as of July 6, 1988 and recorded July 6, 1988 as Document No. 88296858 in the Office of the Recorder of Deeds of Cook County, Illinois and filed July 6, 1988 as document LR3721502 with the Registrar of Deeds of Cook County, Illinois as amended by a certain First Amendment to Mortgage, Assignment of Leases and Rents, and Security Agreement dated December 15, 1988 and recorded February 1, 1989 as Document No. 89050932 in the Office of the Recorder of Deeds of Cook County, Illinois and filed February 1, 1989 as Document LR3770798 with the Registrar of Deeds of Cook County, Illinois (the "Mortgage") executed by

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This Instrument was prepared by
and should be returned to:
Sandra K. Principe, Esq.
Continental Bank N.A.
231 South LaSalle Street
Law Department (105/9)
Chicago, Illinois 60697

BOX 333-GG

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Mortgagor and joined in by Heller and Keith individually and as general partners of Partnership granting Lender a lien on the real estate described on Exhibit A attached hereto; and

D. WHEREAS, the Note is presently owned and held by Lender; and

E. WHEREAS, the principal sum remaining unpaid on the Note as of the date hereof is FOUR HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($487,500.00); and

F. WHEREAS, Borrower had requested that Lender extend the maturity of the indebtedness evidenced by the Note and secured by the Mortgage and Lender is willing to do so subject to the terms, provisions and conditions hereinafter contained, and Borrower has agreed to further amend and modify the Note and Mortgage in the manner and to the extent hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

1. Borrower shall execute a certain Second Replacement Mortgage Note (the "Second Replacement Mortgage Note") of even date herewith, to replace the Note. References in the Mortgage to the Note shall be deemed references to the Second Replacement Mortgage Note, and all substitutions, amendments, and modifications thereof.'

2. The Maturity Date of the Note set forth in the Mortgage is hereby extended from March 15, 1989 to September 15, 1989.

3. The Indebtedness and Secured Indebtedness as defined in and secured by the Mortgage expressly includes the obligations of Borrower under the Second Replacement Mortgage Note as amended hereby, as the same may be extended, amended, or otherwise modified or replaced in the future.

4. The parties intend that this Second Amendment shall not adversely affect the security and priority of the Mortgage to the detriment of the Lender. The Second Replacement Mortgage Note, as the same may be extended, amended, or otherwise modified or replaced in the future, shall be entitled to the security and priority of the Mortgage as of its initial execution, recording, and filing.

5. Nothing contained in this Second Amendment shall in any way impair the Second Replacement Mortgage Note or Mortgage or any other security now held by the Lender to secure repayment of the indebtedness evidenced by the Second Replacement Mortgage Note, nor alter, waive, annul, vary or affect any provision,

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condition or covenant therein contained (except as herein expressly provided with respect to the maturity of the Second Replacement Mortgage Note), nor affect nor impair any rights, powers or remedies under the Second Replacement Mortgage Note or Mortgage or other security now or hereafter held by Lender. The Borrower and the Lender intend that all of the terms and provisions of the Second Replacement Mortgage Note and Mortgage shall continue in full force and effect, except as expressly modified hereby.

6. All capitalized terms not otherwise defined herein, but defined in the Mortgage, shall have the meanings ascribed to such term in the Mortgage. Wherever in the Second Replacement Mortgage Note or Mortgage, or any other instrument evidencing, securing, or guaranteeing the indebtedness evidenced by the Second Replacement Mortgage Note (herein collectively called the "Loan Documents") reference is made to any other of the Loan Documents, such reference shall be deemed a reference to the Loan Documents as hereby modified and amended.

7. Mortgagor represents and Heller, Keith and Partnership represent and warrant that (i) no default or breach currently exists under the Second Replacement Mortgage Note or the Loan Documents, and no condition exists which, with the giving of notice or the passage of time, would result in such a default or breach; and (ii) that all representations and warranties contained in the Loan Documents remain true and correct as of the date of this Second Amendment; (iii) each of the foregoing recitals of this Second Amendment is true and correct; and (iv) no adverse material change has occurred in Borrower's financial conditions or affairs since the opening of the Loan.

8. This Second Amendment shall be binding upon the parties and their respective successors and assigns. Except as hereby expressly amended, the Mortgage, Assignment of Leases and Rents, and Security Agreement shall remain in full force and effect and are hereby ratified and confirmed in all respects.

9. This Second Amendment is executed by La Salle National Bank, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Second Amendment or its making, issue or transfer. All such liability, if any, is expressly waived by each taker and holder hereof; except that Trustee in its personal and individual capacity warrants that it as trustee possesses full power and authority to execute this instrument. Nothing herein shall modify or discharge the personal liability of any other party. Each original and successive holder of the Mortgage as amended hereby accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Premises or the proceeds arising from such

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Premises's sale or other disposition. In the Event of Default the sole remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage, action against any other security at any time given to secure the payment of the Secured Indebtedness and action to enforce the personal liability of other makers on the Second Replacement Mortgage Note or the guarantors, if any, or any of the remedies as the holder in its sole discretion may elect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Mortgage, Assignment of Leases and Rents and Security Agreement, to be executed as of the date first above written, by their respective officers thereunto duly authorized, and to be delivered at Chicago, Illinois.

LENDER:

CONTINENTAL BANK N.A.

By: Jane M. Okonski

Title: Vice President

BORROWER:

LaSalle National Bank,
a national banking association,
not personally but solely as
Trustee under Trust No. 113324

By: _____

Title: VICE PRESIDENT

_____
Robert Heller, individually and as a general partner of Lincoln Center Partnership

_____
Bruce Keith, individually and as a general partner of Lincoln Center Partnership

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STATE OF ILLINOIS
) SS.
COUNTY OF COOK)

I, Kathy Pacana, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LANG, personally known to me to be the same person whose name is, as VICE PRESIDENT of LASALLE NATIONAL BANK, not personally but solely as trustee under Trust Agreement dated June 15, 1988 and known as Trust No. 113324, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said association and delivered said instrument as the free and voluntary act of said association as Trustee aforesaid, and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of March, 1989.

Kathy Pacana
Notary Public

My Commission expires:
6-11-92

"OFFICIAL SEAL"
Kathy Pacana
Notary Public, State of Illinois
My Commission Expires June 11, 1992

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Louella Quinn, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jane Olgrsla, personally known to me to be the same person whose name is, respectively, as Vice President of Continental Bank N.A. subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that she being thereunto duly authorized, signed, sealed with the corporate seal of said association and delivered said instrument as the free and voluntary act of said association and as her own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27th day of March, 1989.

Louella Quinn
Notary Public

My Commission expires:

"OFFICIAL SEAL"
LOUELLA QUINN
Notary Public, State of Illinois
My Commission Expires 5/2/92

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COUNTY OF COOK)
)
STATE OF ILLINOIS)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Julie N. Decker, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert Heller personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27th day of March, 1989.

Julie N. Decker
Notary Public

My Commission expires:

OFFICIAL SEAL
Julie N. Decker
Notary Public, State of Illinois
My Commission Expires Feb. 28, 1990

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COUNTY OF COOK)
) SS.
STATE OF ILLINOIS)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JULIE N. BECKER, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Bruce Keith personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27th day of March, 1989.

Julie N. Becker
Notary Public

My Commission expires:

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 12 TO 16 IN S. E. GROSS' SUBDIVISION OF BLOCK 1 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION OF THE SOUTH WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NOS.: 14-29-131-029-0000
14-29-131-030-0000
14-29-131-031-0000
14-29-131-032-0000
14-29-131-033-0000

PROPERTY ADDRESS: 2834, 2836, 2838, 2840 and 2842 N. LINCOLN
Chicago, Illinois

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[illegible]

[illegible]

[illegible]