FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This First Amendment, dated as of June 1, 1990, is entered into between Beverly Bank & Trust Company, as Trustee under Trust Agreement dated August 9, 1979 and known as Trust No. 8-6520 (the "Mortgagor"), and LaSalle National Bank, a national banking association (the "Mortgagee").

WHEREAS, the Mortgagor and the Mortgagee have previously entered into a Mortgage, Assignment of Rents and Security Agreement dated as of May 25, 1989 and recorded June 5, 1989 as Document No. 89253310, and later re-recorded (the "Agreement") to provide collateral security for the Mortgagor's obligations to the Mortgagee, including, without limitation, the Mortgagor's obligations arising under the Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of May 25, 1989; and

WHFTEAS, the Mortgagor and the Mortgagee have agreed to, <u>inter alia</u>, restructuring the collateral documents securing the Mortgagor's obligations to the Mortgagee to associate specified collateral with specified loans, all pursuant to the terms of a Third Amended and Restated Revolving Credit and Term Loan Agreement dated concurrently herewith (the "Loan Agreement"); and

WHEREAS, the Mortgagee's commitments under the Loan Agreement are conditioned on the Mortgagor's execution of this First Amendment;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

- Capitalized terms used herein without definition will have the meanings given such terms in the Agreement.
- The recital paragraph is smended in its entirety to read and provide as follows:

"WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of One Million Dullars (\$1,000,000) on a term loan basis as evidenced by a term note dated as of May 25, 1989 (the "Term Note IV" or the "Notes", which term shall include any and all renewals, refinencings and replacements thereof and therefor), whereby Mortgagor promises to pay said principal sums, together with interest thereon, from the date thereof, as set forth therein, it the office of the Mortgagee, or at such other place as may be designated in writing by the legal holder thereof, until the entire principal balances and accrued interest thereof have been paid."

3. The paragraph of the Agreement immediately following the recital paragraph (beginning "NOW, THEREFORE..." and preceding "'OGETHER WITH: ") is amended in its entirety to read and provide as follows:

"NOW, THEREFORE, to secure the payment of the principal sum and interest thereon as evidenced by the Notes, and any and all renewals, refinancings and replacements thereof and therefor, the performance of the covenants and agreements contained in this Mortgage, the Notes and any other documents executed pursuant thereto (the "Other Documents") and any advances made by Mortgagee as provided herein, Mortgagor does by these presents grant, transfer, bargain, set over, remise, release, assign, alien, warrant, pledge, sell, convey, and mortgage unto Mortgagee, its successors and assigns forever, the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") and all of Mortgagor's estate, right, title, and interest therein situated in the County of Cook and State of Illinois;"

4. References in the Loan Agreement to the "Loan Agreement" shall hereafter be deemed to refer to the Third Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 1, 1990, as the same may hereafter be amended.

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- Terms used herein and in the Mortgage in the plural should be deemed to include the singular, and the singular, the plural.
- 6. The Mortgagor represents and warrants to the Mortgagee that:
 - a. On the date hereof, the Mortgagor is in compliance with all of the terms and provisions set forth in the Agreement (as modified by this First Amendment) on its part to be observed or performed, and no event of default specified in Section 21 of the Agreement, nor any event which, upon notice or lapse of time, or both, would constitute such an event of default, has occurred.
 - b. On the date hereof, the representations and warranties set forth in the Agreement (as modified by this First Amendment) are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date.
 - c. On the date hereof, the Mortgagor has complied with and is in compliance with all of the covenants set forth in the Agreement.
- 7. The Agreement, as modified by this First Amendment, is ratified and confirmed in all respects as though re-executed on the date hereof.

IN WITNESS WHEREOF, the Mortgagor executes this First Amendment as of the date first above written.

BEVERLY TRUST COMPANY, SUCCESSOR TRUSTEE TO BEVERLY BANK & TRUST COMPANY, not individually but solely as Trustee under Trust Agreement dated August 9, 1979 and known as Trust No. 8-6520

itle: Trust O

ATTEST:

Asst. Trust OfficSegretaryxxxxx

This document is made by Beverly Trust Corp. any as Trustee and acceptate upon the express understanding that the Feverly Trust Company is true to the same not personally, but only as Trustee and that no personally is assumed by nor shall be asserted or enforced against the first Company because of or on account of the making or extended in the first document or of anything therein contained, all such liability in y being expressly waived, nor shall Beverly Trust Company be to a remailly liable upon or in consequence of any of the covenants of this accument, either expressed, or implied.

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STATE OF <u>ILLINOIS</u>)	
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COUNTY OF COOK)	
I, DARLENE DONAHUE	, a Notary Public, in said County,
in the State aforesaid, do hereby	certify that Patricia Ralphson, , who is
personally known to me to be the	Trust Officer of Baverly Bank &
Trust Company, not individually, h	
Alice C. Page , who is per	sonally known to me to be the Assistant Trus
Officer xxx Serveragy of said Bank, ea	ich of whom are personally known to me to be
	subscribed to the foregoing instrument
appeared before me this day in per	son and acknowledged that they signed and
delivered the said instrument in t	
Trust Officer and _	ASSISTANT Trust Officer xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
said Brok, as their own free and v	oluntary act and as the free and voluntary
act of said Bank, for the uses and	purposes therein set forth.
Given vader my hand and Seal	of Office this 6th day of September ,
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O _A	Laslene Vonafre
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My commission expires:	
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	MY COMMISSION EXPIRES . 4/4/91
Return upon filing to:	
Kirk P. Flores, Esq.	
LaSalle National Bank	
135 South LaSalle Street, Suite 11	25

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Chicago, Illinois 60603

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That part of Lots 6, 7, and 8 of the Circuit Court Partition of the North West 1/4 of the North West 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, described as follows: beginning at a point on the North line of said Section 5, said point being also in the North line of said Lot 8, 267.48 feet West of the North East corner of said North West 1/4 of the North West 1/4; thence South 10 Minutes 20 Seconds East, 604.78 feet to a point in the South line of said Lot 6; thence West along said South line of said Lot 6, 187 feet to a point; thence North 10 Minutes 20 Seconds West, 604.78 feet to said North line of Section 5; thence East along said North line of Section 5, 187 feet to the place of beginning, except however the North 75 feet thereof falling in West Pershing Road (39th Street), in Cook County, Illinois.

Address Office Property Address: 1431 W. Pershing Road, Chicago, Illinois 🛝 🕟

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Kirk P. Flores I now the said that some in the said the said that the said the said

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