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AMENDMENT TO CONSOLIDATED, AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

This AMENDMENT TO CONSOLIDATED, AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT ("Amendment") is made and entered into this 6th day of ~~January~~ February, 1990 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated March 14, 1986 and known as Trust No. 66920, AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally, but solely as Trustee under Trust Agreement dated July 7, 1987 and known as Trust No. 102992-04 (the foregoing trusts are hereinafter jointly referred to as "Mortgagor"), and NBD PARK RIDGE BANK ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Raymond S. Hara ("Beneficiary") is the one hundred percent (100%) owner of the beneficial interest in Mortgagor;

WHEREAS, Beneficiary, Mortgagor and Mortgagee have entered into that certain Settlement Agreement dated December 26, 1989 (the "Settlement Agreement");

WHEREAS, Beneficiary and Mortgagor have executed that certain Consolidated, Amended and Restated Note dated December 26, 1989 in the principal amount of Seven Million One Hundred Nine Thousand Four Hundred Twenty Seven and 88/100 Dollars ($7,109,427.88) (the "Note");

WHEREAS, Mortgagor has executed that certain Consolidated, Amended and Restated Mortgage and Security Agreement dated December 26, 1989 and recorded in the Recorder's Office of Cook County on December 29, 1989 as Document No. 89-621677 (the "Mortgage"); conveying the property legally described on Exhibit A attached hereto and made a part hereof;

WHEREAS, Beneficiary, Mortgagor and Mortgagee have entered into an amendment to the Settlement Agreement and an amendment to the Note as of the date hereof;

WHEREAS, pursuant to the Settlement Agreement as amended, Mortgagor and Mortgagee desire to amend the Mortgage;

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

1. The amendments contained in the Amendment to Settlement Agreement are hereby incorporated by reference as if said amendments had been restated herein in their entirety.

2. The amendments contained in the Amendment to Note are

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hereby incorporated by reference as if said amendments had been restated herein in their entirety.

3. Except as specifically amended by this Amendment, the Mortgage shall remain unchanged and shall continue in full force and effect. All defined terms in the Mortgage shall have the same meaning when used herein.

This Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee of Trust 66920 and as Trustee of Trust 102992-04 in the exercise of the power and authority conferred upon and vested in it as such Trustee of Trust 66920 and of Trust 102992-04 (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). All covenants, agreements and conditions to be performed by American National Bank and Trust Company of Chicago, hereunder are undertaken by it solely as Trustee of Trust 66920 and as Trustee of Trust 102992-04 and not individually, and no personal liability shall be asserted or enforceable against American National Bank and Trust Company of Chicago, personally, by reason of any of the covenants, agreements, representations or warranties contained herein; but nothing herein contained shall be deemed a release or impairment of the indebtedness evidenced hereby or incurred pursuant hereto, nor prejudice the rights of Lender from exercising any of its rights or remedies hereunder or under any or all of the Note, Mortgage and Additional Collateral, or from securing a deficiency or personal judgment against any subsequent owner of the Premises who assumes the indebtedness evidenced hereby or incurred pursuant hereto; and nothing herein contained shall release, waive, modify or discharge the liability and responsibility of Beneficiary or of any guarantors of or any other persons or entities in respect hereof.

IN WITNESS WHEREOF, the Mortgagor has executed this Amendment as of the date first above written.

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated March 14, 1986 and known as Trust No. 66920

By: _____

Its: TRUST OFFICER

ASSISTANT SECRETARY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally, but solely as Trustee under Trust Agreement dated July 7, 1987 and known as Trust No. 102992-04

By: _____

Its: TRUST OFFICER

ASSISTANT SECRETARY

This Amendment to Mortgage was prepared by and upon recording please return to Susan M. Morgan, Altheimer & Gray, 10 South Wacker Drive, Suite 4000, Chicago, Illinois 60606.

Common Property Address: 5701 and 5707 West Touhy
Niles, Illinois 60648

Real Estate Tax Property Index Numbers: 10-32-203-032
10-32-203-017
10-32-203-016

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Claire Rosati Foley, personally known to me to be the ~~Trust Officer~~ of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 14, 1986, and known as Trust No. 66920, and as Trustee under Trust Agreement dated July 7, 1987 and known as Trust No. 102992-04, and _____, personally known to me to be the TRUST OFFICER of said American National Bank and Trust Company of Chicago, as Trustee as aforesaid, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and TRUST OFFICER, respectively, they signed and delivered the said instrument as _____ and TRUST OFFICER of said American National Bank and Trust Company of Chicago, as Trustee as aforesaid, as their free and voluntary act and as the free and voluntary act and deed of said TRUST OFFICER, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of ~~January,~~ 1990.

FEB 6 1990

L. M. Sowinski
Notary Public

My Commission Expires:

_____

"OFFICIAL SEAL"
L. M. Sowinski
Notary Public, State of Illinois
My Commission Expires 6/27/92

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Box 333

EXHIBIT A

PARCEL 1:

A TRACT OF LAND BEING PART OF THE EAST 30 ACRES OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL OF THE EAST 17 ACRES OF THE WEST 19 1/2 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST 1/4 OF SAID FRACTIONAL SECTION 32 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 1,121.76 FEET TO A POINT ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 SAID POINT BEING 193.0 FEET WEST OF THE POINT OF BEGINNING, (AS MEASURED ON THE NORTH LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SAID FRACTIONAL SECTION 32); THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, 193.0 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1977 KNOWN AS TRUST NUMBER 40063, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1976 KNOWN AS TRUST NUMBER 39326 AND CONSOLIDATED FOUNDRIES AND MANUFACTURING CORPORATION, A CORPORATION OF DELAWARE, DATED MARCH 29, 1977 AND RECORDED APRIL 19, 1977 AS DOCUMENT 23893061, FOR UNDERGROUND UTILITIES UNDER AND THROUGH THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 19.81 FEET; THENCE SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 24.33 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN, SAID POINT ALSO BEING ON A LINE 50.0 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE CONTINUING SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 54.37 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 22 DEGREES, 11 MINUTES, 00 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE 16.31 FEET; THENCE NORTH 44 DEGREES, 41 MINUTES, 24 SECONDS EAST, 54.37 FEET TO A LINE 50 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 22 DEGREES, 11 MINUTES, 00 SECONDS EAST, ALONG SAID PARALLEL LINE 16.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DISCLOSED BY AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1977 KNOWN AS TRUST NUMBER 40063, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1976 AND KNOWN AS TRUST NUMBER 39326 AND CONSOLIDATED FOUNDRIES AND MANUFACTURING CORPORATION, A CORPORATION OF DELAWARE, DATED MARCH 29, 1977 AND RECORDED APRIL 19, 1977 AS DOCUMENT 23893061, FOR UNDERGROUND UTILITIES, UNDER AND THROUGH THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 59.81 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN; THENCE SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 84.63 FEET TO A POINT ON A LINE 50 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH 22 DEGREES, 11 MINUTES, 00 SECONDS WEST, ALONG SAID PARALLEL LINE 16.31 FEET; THENCE NORTH 44 DEGREES, 41 MINUTES, 24 SECONDS EAST, 93.76 FEET; THENCE SOUTH 00 DEGREES, 41 MINUTES, 00 SECONDS WEST, 21.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4, 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 125.0 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN; THENCE CONTINUING NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 97.0 FEET; THENCE NORTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST, 41.0 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST, 97.0 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS EAST, 41.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19 1/2 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES; THENCE WEST ALONG THE NORTH LINE OF SAID 17 ACRES 193.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID 17 ACRES 274.99 FEET TO A LINE WHICH IS 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID 17 ACRES (SAID 50 FEET AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE); THENCE SOUTH ALONG SAID PARALLEL LINE 561.26 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 268.22 FEET; THENCE NORTHERLY 565.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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