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FIRST AMENDMENT TO NOTE, MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT

This First Amendment to Note, Mortgage, Assignment of Leases and Security Agreement, dated this 1st day of January, 1990, is made by LA SALLE NATIONAL BANK, as Trustee ("Borrower") under a Trust Agreement dated October 3, 1988 and known as Trust No. 113816 (the "Trust"), and PARK RIDGE OFFICE CAMPUS LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), in favor of EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association ("Lender"):

-20 149 00 WITNESSETH:

Whereas, Lender made a loar (the "Loan") to Borrower in the amount of One Million Two Hundred Ten Thousand Dollars (\$1,210,000.00), which was evidenced by a note made by Borrower in favor of Lender, dated December 8, 1988 (the "Note"); and

Whereas, the Note was secured by a Mortgage (the "Mortgage") made by Borrower in favor of Lender, which was dated December 8, 1988, and recorded with the Cook County Recorder of Deeds on December 12, 1988 as document no. 8857-0371, and which created a first lien on the property legally described on Exhibit A attached hereto and made a part hereof (the "Original Subject Property"); and

Whereas, the Note was further secured by a Collateral Assignment of Rents and Leases (the "Assignment of Leases"), made by Borrower and Beneficiary in favor of Lender, which was dated December 8, 1988, and recorded with the Cook County Recorder of Deeds on December 12, 1988 as document no. 8857-0372, and which encumbers the Original Subject Property; and

The Note was further secured by a Security Agreement (the "Security Agreement"), and UCC-1 and UCC-2 financing statements made by Beneficiary and Borrower in favor of Lender, dated December 8, 1968, with regard to certain personal property and other interests described therein; and

Whereas, the Note was further secured by a collateral assignment of beneficial interest in Land Trust (the "Collateral ABI"), made by Beneficiary in favor of Lender, dated December 8, 1988, which collaterally assigned the beneficial interest in the Trust to Lender; and

Whereas, the Note was further secured by the Guaranty of Payment ("Guaranty"), of Philip I. Mappa and Colin A. Regan, dated December 8, 1988, in favor of Mortgagee; and

Whereas, the maturity date of the Loan was January 1, 1990 and Borrower has requested an extension thereof to April 1, 1990; and

Whereas, Lender has agreed to extend the maturity date to April 1, 1990;

Whereas, Borrower has disclosed to Lender that the deed conveying the Original Subject Property to Borrower from its

predecessor in title contained an incorrect legal description of the Original Subject Property; and

Whereas, Borrower's predecessor in title recently delivered to Borrower a deed to correct the legal description of the Original Subject Property, which is simultaneously herewith being recorded with the Cook County Recorder of Deeds. The correct legal description is set forth on Exhibit B attached hereto and made a part hereof and the property so described is referred to herein as the "Subject Property"; and

Whereas, Barrower now wishes to modify and amend the Mortgage, Assignment of Leases and Security Agreement by correcting the legal descriptions attached thereto; and

Whereas, Borrower has simultaneously herewith recorded a plat of subdivision for the Subject Property and other property, in which the metes and bounds legal description for the Subject Property (as set forth in Exhibit B) was redefined as set forth on Exhibit C attached hereto and made a part hereof; and

Whereas, the legal descriptions contained in Exhibits B and C both define the Subject Property;

Now Therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

AMENDMENT OF NOTE

- 1. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
- 2. Paragraph 2.1 of the Note is hereby amended as follows:
 - a. The phrase "January 1, 1990" shall be deleted from 1992 2 and replaced with "April 1, 1990".
 - from line 8 and replaced with "Fifteen (15)".
 - c. The phrase "January 1, 1990" shall be deleted from line 13 and replaced with "April 1, 1990".
 - d. The phrase "January 1, 1990" shall be deleted from line 16, and replaced with "April 1, 1990".
- 3. From and after the date hereof, Paragraph 2.5 shall be deleted from the Note.
- 4. In partial consideration for Lender's agreement to extend the maturity date of the Loan as provided for herein, Borrower has agreed to pay to Lender, upon execution hereof an additional fee in the amount of \$3,025.00.
- 5. All references in the Note to the Loan Documents (as defined in the Note), shall be deemed to be references to the Loan Documents, as amended. Borrower hereby restates and reaffirms each and every representation, warranty, covenant and agreement contained in the Note, as amended hereby, as fully and with the same effect as if such representations, warranties,



covenants and agreements were set forth herein. Except as modified hereby, the Mortgage shall remain unmodified and in full force and effect.

ARTICLE II

AMENDMENT OF MORTGAGE

- 1. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
- 2 Paragraph 1.1(0) of the Mortgage is hereby amended as follows:
 - a. The obrase "January 1, 1990" shall be deleted from line 4 and replaced with "April 1, 1990".
 - b. The phrase "Lyelve (12)" shall be deleted from line 9 and replaced with "Fifteen (15)".
 - c. The phrase "January 1, 1990" shall be deleted from line 12 and replaced with "April 1, 1990".
 - d. The phrase "January 1, 1990" shall be deleted from lines 14 and 15, and replaced with "April 1, 1990".
- 3. From and after the date hereof, Paragraph 30.1(A)(iv) shall be deleted.
- 4. The Mortgage is hereby amended to provide that as and from the date thereof, the legal description of Parcel land Parcel 2 attached to the Mortgage as Exhibit A shall be deemed to be the legal description set forth on Exhibit C attached hereto and made a part hereof.
- 5. All references in the Mortgage to the Loan Documents,



as amended. Borrower hereby restates and reaffirms each and every representation, warranty, covenant and agreement contained in the Mortgage, as amended hereby, as fully and with the same effect as if such representations, warranties, covenants and agreements were set forth herein. Except as modified hereby, the Mortgage shall remain unmodified and in full force and effect.

ARTICLE III

AMENDMENT OF ASSIGNMENT OF LEASES

- 1. The recitals set forth above shall be incorporated herein as if fully set forth in their entirety.
- 2. Paragraph 2.1(a) of the Assignment of Leases shall be amended to provide that the phrase ", as amended," shall be added to the fourth line after the phrase "Assignee of even date".
- 3. The Assignment of Leases is hereby amended to provide that as and from the date thereof, the legal description of Parcel 1 and Parcel 2 attached thereto as Exhibit A shall be deemed to be the legal description set forth on Exhibit C attached hereto and made a part hereof.
- 4. All references in the Assignment of Leases to the Loan Documents shall be deemed to be references to the Loan Documents, as amended. Borrower and Beneficiary hereby restate and reaffirm each and every representation, warranty, covenant and agreement contained in the Assignment of Leases, as amended hereby, as fully and with the same effect as if such representations, warranties, covenants and agreements were set



forth herein. Except as modified hereby, the Assignment of Leases shall remain unmodified and in full force and effect.

ARTICLE IV

AMENDMENT OF SECURITY AGREEMENT

- 1. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
- 2. Paragraph 1.1 of the Security Agreement shall be amended by adding to line 2 the phrase "as amended," after the phrase "of even date herewith,".
- 3. The Security Agreement is hereby amended to provide that as and from the date thereof, the legal description of Parcel 1 and Parcel 2 attached thereto as Exhibit A shall be deemed to be the legal description set for h on Exhibit C attached hereto and made a part hereof.
- 4. All references in the Security Agreement to the Loan Documents shall be deemed to be references to the Loan Documents, as amended. Borrower and Beneficiary hereby restate and reaffirm each and every representation, warranty, covenant and agreement contained in the Security Agreement, as amended hereby, as fully and with the same effect as if such representations, warranties, covenants and agreements were set forth herein. Except as modified hereby, the Security Agreement shall remain unmodified and in full force and effect.

ARTICLE V

EXECUTION BY TRUSTEE

This document is executed by La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Truster, and as far as La Salle National Bank, as Trustee, is concerned, is payable only out of the property specifically described herein, by the enforcement of provisions contained in the Loan Documencs. No personal liability shall be asserted or be enforceable against La Salle National Bank, as Trustee, because or in respect of this document or the making, issue or transfer hereof, all such liability with respect to La Salle National Bank, as Trustee, being expressly waived by Lender and each successor thereof, and each original and successor holder of the Note and other Loan Documents accepts the same upon the express condition that no duty shall rest upon La Salle National Bank, as Trustee, to sequester the rents, issues and profits arising from the Subject Property, or the proceeds arising from the sale or other disposition thereof.

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IN WITNESS WHEREOF, Borrower and Beneficiary has caused this First Amendment to Note, Mortgage, Assignment of Leases, and Security Agreement to be executed and attested by its duly authorized representatives.

MORTGAGOR:

Stoop Ox Coop LA SALLE NATIONAL BANK, as Trustee Under Trust Agreement Dated October 3, 1988, known as Trust No. 113818 and not individually

BENEFICIARY:

PARK RIDGE OFFICE CAMPUS LIMITED

PARTNEPSHIP

PREPARED BY AND AFTER RECOKDING KETUKN TO: 5 STENDER 180 N. LASALLE ST. # 3800 CHICAS, IL. 60601

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STATE OF ILLINOIS)) SS.) COUNTY OF C 0 0 K

i, the undersigned, a Notary Public in and for the
County and State aforesaid, do hereby certify that
President of La Salle National Bank, not personally but as
Trustee under a Trust Agreement dated October 3, 1988, and known
as Trust No. 113818 and Rita Slimm Welter , personally known
to me to be the Assistant Secretary of said Bank 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 Vice President and
Assistant Secretary they signed and delivered the said instrument
Assistant Vice President and Assistant Secretary of said Bank, and
caused the corporate seal of said Bank to be affixed thereto,
pursuant to authority given by the Board of Directors of said
Bank as their free and voluntary act, and as the free and
voluntary act and deed of said Bank for the uses and purposes
therein set forth.
Given under my hand and official seal this $\frac{2^{1/3}}{2^{1/3}}$ day of
February, 1990.
Motary Public. State of Himols Motary Public State of Himols Motomorese a Express 1 40, 1991 Notary Public
My Commission expires:

STATE OF ILLINOIS)
COUNTY OF C 0 0 K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Philip I.

Mappa and Colin A. Regan, personally known to me to be the General Partners of the Park Ridge Office Campus Limited Partnership, an Illinois Limited Partnership, the Beneficiary of La Salle National Bank Trust No. 113818, which was created pursuant to a Trust Agreement dated October 3, 1988, 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 signed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Partnership for the uses and purposes therein set forth.

Given under my hand and official seal, this $\underline{\zeta} \, \underline{\zeta} \, \underline{\zeta}$

Notary Public

My Commission expires:

1-13 92

" OFFICIAL SEAL "
DONNA DIDIER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/13/92

00140390

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 (TAKE-OUT PARCEL NORTH)

THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND ESTATE DIVISION OF LANDS IN SECTIONS 16 and 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12, 1961 AS DOCUMENT NO. 18185502 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION; THENCE SOUTH 0°01'40" EAST ALONG THE EAST LINE OF SAID RESUBDIVISION ALSO BEING THE WEST LINE OF LUNDERGAN AVENUE, 343.61 FEET; THENCE SOUTH 89°58'20" WEST, 414.47 FEET; THENCE NORTH 43°23'30" WEST, 163.52 FEET; THENCE NORTH 46°36'30" EAST ALONG THE NORTH LINE OF SAID RESUBDIVISION, 205.77 FEET; THENCE NORTH 77°29'50" EAST ALONG THE NORTH LINE OF SAID RESUBDIVISION, 386.27 TO THE POINT OF BEGINNING, CONTAINING 3.11 ACRES, MORE OR LESS.

PARCEL 2 (GARAGE PARCEL)

THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND COTATE DIVISION OF LANDS IN SECTIONS 16 AND 21, TOWNSHIP 41 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12, 1961 AS DOCUMENT NO. 1218/502 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION; THENCE SOUTH 0°01'40" EAST ALONG THE EAST LINE OF SAID RESUBDIVISION ALSO BEING THE WEST LINE OF LUNDERGAN AVENUE, 343.61 FEET; THENCE WEST ALONG A LINE NORMAL TO THE LAST DESCRIBED COURSE, 68.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°58'20" WEST 125.00 FEET; THENCE SOUTH 0°01'40" EAST, 265.00 FEET; THENCE NORTH 89°58'20" EAST, 125.00 FEET; THENCE NORTH 0°01'40" WEST, 265.00 FEET TO THE POINT OF SEGINNING, CONTAINING 0.76 ACRES, MORE OR LESS.

PARCEL 1

THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LCTS 6 AND 7 IN CARLAND ESTATE DIVISION OF LANDS IN SECTIONS 16 AND 21. TOWNSHIP 41 NORTH, RANCE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12. 1961 AS DOCUMENT NO. 18185502 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION: THENCE SOUTH 0°01'40" EAST ALONG THE EAST LINE CF SAID RESUEDIVISION, 318.61 FEET: THENTE SCHIFT ROOSS'20" WEST, 438.08 FEET; THENCE NORTH 43°23'30" WEST, 129.14 FEET; THENCE NORTH 46°36'30" EAST, 205.77 THENCE NORTH 77°29'50" EAST, 386.27 FEET TO THE POINT OF BEGINNING, FEET: CONTAINING 2.87 ACRES, MORE OR LESS.

PARCEL

"THAT PART OF LOT ONE IN METHODIST PUBLISHING HOUSE RESUBDIVISION OF PARTS OF LOTS 6 AND 7 IN GARLAND ESTATE DIVISION OF LANDS IN SECTIONS 16 AND 21. CONNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 12. 1961 AS DOCUMENT NO. 18185502 IN COCK COUNTY. ILLINOIS. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID RESUBDIVISION: THENCE SOUTH 0°01'40" EAST ALONG THE EAST LINE OF SAID RESUBDIVISION. 318.61 FIFT: THENCE WEST ALONG A LINE NORMAL TO THE LAST DESCRIBED COURSE. 68.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH C°01'40" EAST, 420.00 FEET; THENCE SOUTH 89°58'20" WEST, 125.00 FEET; THENCE NORTH 0°01'40" WEST, 420.00 FEET; THEICT, NORTH 89°58'20" EAST, 125.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.21 ACTOS, MORE OR LESS. S, MO.

EXHIBIT B

PARCEL 1

Not 1, Park Ridge Office Campus, being a subdivision of part of the northeast one-quarcer of Section 16 and 21, Township 41 north, range 12 east of the third principal meridian according to the plat of said Resubdivision recorded ______, 1990, as Document No. ______, in Recorder's Office for Cook County, Illinois.

PARCEL 2

Lot 2, Park Ridge Office Campus, being a subdivision of part of the northeast one-quarter of Section 16 and 21, Township 41 north, range 12 east of the third principal meridian, according to the plat of said Resubdivision recorded _____, 1990, as Document No._____, in Recorder's Office for Cook County, Illinois.

EXHIBIT C