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### FIRST AMENDMENT TO MORTGAGE, MORTGAGE PROMISSORY NOTE AND ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO MORTGAGE, MORTGAGE PROMISSORY NOTE AND ASSIGNMENT OF RENTS AND LEASES (the "Agreement") dated as of this 22. day of July, 1990, by and between RAVISLOE COUNTR' CLUB, an Illinois Not-For-Profit Corporation ("Borrover") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association ("Lender");

#### WITNESSETH:

WHEREAS, on December 14, 1988, pursuant to a Loan Agreement of even date, Lender made a \$1,300,000.00 loan (the "Loan") to Borrower, the proceeds of which Loan were used to renovate the property located at 175th Street and Western Avenue, Homewood, Illinois (the "Property"). The legal description of the Property is attached hereto as Exhibit A.

WHEREAS, the Loan is secured by the following documents:

- A. Mortgage Promissory Note (the "Note") executed by Borrower and dated recember 14, 1988, in the original principal amount of \$1,300,000.00.
- B. Mortgage ("Mortgage") executed by Borrower dated December 14, 1988, and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder"), on December 22, 1988, as Document No. 88590336.
- C. Assignment of Rents and Leases ("Assignment of Rents") executed by Borrower dated December 14, 1988, and recorded with the Recorder, on Pagember 22, 1988, as Document No. 88590337.

WHEREAS, the parties desire to amend the monthly payments of principal and interest due under the Note, and the Maturity Date as defined in the Note;

whereas, pursuant to a First Amendment to Loan Agreement of even date herewith, Lender has agreed to loan Borrower the additional sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) for additional improvements to the Premises (the "Junior Loan");

WHEREAS, the Junior Loan is secured by a Junior Mortgage and Junior Promissory Note both of even date herewith;

WHEREAS, as a condition to the Junior Loan, Lender requires that a default under the Junior Mortgage or Junior Note constitutes a default under the Mortgage;

WHEREAS, as a condition to the Junior Loan, Lender requires that the Assignment of Rents be amended to provide that it secures the payment of all sums due under the Junior Note and Junior Mortgage.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The recitals set forth above are incorporated by reference as though fully set forth herein.

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4.1 The "That Whereas" paragraph on page one is deleted and the following paragraph substituted in its place:

THAT WHEREAS, the Assignor is justly indebted to Assignee for money borrowed in the aggregate principal sum of One Million Seven Hundred Fifty Thousand and No/100 (\$1,750,000.00) Dollars as evidenced by (i) a certain Mortgage Promissory Note dated December 14, 1988 in the principal amount of \$1,300,000.00 (herein called the "Note") which Note is secured by a certain Mortgage dated December 14, 1988 (herein called the "Mortgage") and (ii) a certain Junior Mortgage Promissory Note dated July 22, 1990 in the principal amount of \$450,000.00, (herein called the "Junior Note"), which Junior Note is secured by a Junior Mortgage date July 12, 1990 (herein called the "Junior Mortgage"), (the terms of the Note, Junior Mortgage and Junior Mortgage are hereby Jucorporated herein by reference) upon certain property (herein referred to as the "Property") in the Courty of Cook and State of Illinois, legally described in Exhibit A attached hereto and expressly made a part hereof, said Property bein commonly known as 175th Street and Western Avenue, Homewood, Illinois.

4.2 The Assignment of Rents is hereby amended by adding the following paragraph, as follows:

"In addition to securing the payment of all sums becoming due under the Note and Mortgage, the document shall secure the rayment of (i) all sums becoming due under the Junior Note according to the tenor and effect of said Junior Note, (ii) all other amounts becoming due from Assignor to Assignee under the Junior Mortgage (said sums and other amounts being herein collectively called the "Indebtedness").

4.3 The Assignment of kents is further amended to provide that each and every reference in the document to "Note" shall include the "J'.nior Note" and each and every reference to "Mortgage" shall include the "Junior Mortgage".

RAVISLOE COUNTRY CLUB, an Illinois Not-For-Prolit

5. <u>Miscellaneous</u>. All other terms and conditions of the Note, Mortgage and Assignment of Rents and Leases remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the parties have executed this First Amendment this  $\frac{3 \times 10^{-5}}{1000}$  day of July, 1990.

ATTEST: An S. Em By: Number B. Bettler

ITS: Secretary ITS: Prez

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: Hully
ITS: ASSI. Soc.

ITS: Opmercial To be a secretary

ITS: Assi. Soc.

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- 2. Amendment of Note. The Note is hereby amended as follows:
  - 2.1 The Maturity Date of the Note as defined in the Note is hereby amended to January 1, 2003.
  - 2.2 Payments under the Note are hereby amended as follows: commencing on May 31, 1990, and on the last day of each month thereafter through and including December 31, 2002, Borrower shall make equal payments of principal and interest at the Loan Rate in the amount of \$14,924.90.
  - 2.3 The following paragraph is added to the Note:

"Repayment of this Mortgage Promissory Note is secured by a MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage") of even date herewith from Borrower as Mortgagor to Lender as Mortgagee, ercumbering real estate in the County of Cook, State of Illinois and by other security. Said Mortgage contrins a "Due-on-Sale or Further Encumbrance Claus" which is hereby incorporated herein by this reference."

- 3. Amen's ent of Mortgage. The Mortgage is hereby amended as follows:
  - 3.1 The Maturity Date as set forth on page 1 of the Mortgage is an ended to January 1, 2003.
  - 3.2 The following subparagraphs (g) through (j) shall constitute a default under Paragraph 7 of the Mortgage entitling Mortgagee to all remedies set forth in said Paragraph 7:
    - "(g) An Event of Default as set forth in Paragraph 9 of the Lorn Agreement;
    - (h) An Event of Default as set forth in Paragraph 4 of the First Amendment to Loan Agreement;
    - (i) Default be made in the due and punctual payment of principal or interest on the Junior Note, or any other payment due in accordance with the terms thereof and such default has not been cured within five (5) days after written notice thereof to Mortgagor that such payment is due;
    - (j) Default be made in the due observance or performance of any other covenant, agreement or condition required to be kept or observed by Mortgagor in any other instruments given at any time to secure the payment of the Junior Note and such default has not been cured within thirty (30) days after written notice to Mortgagor (provided, however, the failure of Mortgagor to cure said items of default within said thirty day period shall not be deemed to be a default if said items are not capable of being cured within said thirty day period Mortgagor diligently has commenced to cure said default, provided further that Mortgagor completes cure of said default within ninety days after the initial notice of default from Mortgagee);"
- 4. Amendment of Assignment of Rents and Leases. The Assignment of Rents is hereby amended as follows:

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STATE OF ILLINOIS ) ) SS
COUNTY OF COOK )
I, Rema M. Hennife P a Notary Public in and for said County, in the State aforesaid, do hereby certify that Herbert B. Gertler President of RAVISIOE COUNTRY CLUB, and Thomas S.E. Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in personand acknowledged that they signed the delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and said Secretary did affix said corporate sead of said Secretary to said instrument as his own free and voluntary act, and as the free and voluntary act of said Secretary to said instrument as his own free and voluntary act, and as the free and voluntary act of said Secretary to said instrument as his own free and voluntary act, and as the free and voluntary act of said Secretary to the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 32 day of July 1990.
Notary Public Frictal SEAL NOTARY Public STATE OF ILLIN:  MY COMMISSION EXPIRES 4/23/04
STATE OF ILLINOIS ) COUNTY OF COOK )
The undersigned, Paricia A. Fushe, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Arthur W. Murray and William D. Forday are the same sourced and African Double of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and are the same persons whose names are subscribed to the foregoing instrument, they appeared before me this day in person and acknowledged that they signed the foregoing instrument as their free and voluntary act for the use and purpose therein set forth, and certified that they were authorized to do so by the corporation.  GIVEN under my hand and Notarial Seal this
of July , 1990.
Notary Public

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"OFFICIAL SEAL"
PATRICIA A. KUSTEC
Notary Public, State of Illinois
My Commission Expires 5/21/94

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#### LEGAL DESCRIPTION

#### PARCEL 1:

THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

#### PARCEL 2:

THAT PART OF BLOCK 1 IN GEORGE W. JOHNSON'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

EIGINNING AT THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4 OF THE NORTH WEST 1/4, RUNNING THENCE NORTH 1031.2 FEET ALONG THE WEST LINE OF SAID SOUTH WEST 1/4 OF THE NORTH WEST 1/4; THENCE EAST 630.5 FEET, MORE OR LESS. TO THE WEST LINE OF A STREET LYING WEST OF AND ADJOINING BLOCK 2 OF SAID SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID STREET TO THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF THE NORTH WEST 1/4; THENCE WEST ALONG S/ID SOUTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

#### PARCEL 3:

LOTS 1 TO 9, INCLUSIVE, 40 TO 48, BOTH INCLUSIVE, OF BLOCK 'A'; LOTS 1 TO 9, BOTH INCLUSIVE, LOTS 40 TO 48, BOTH INCLUSIVE, OF BLOCK 'B', ALL IN SCANDIA ADDITION TO LOMEWOOD IN SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO

ALL THAT PART OF PERTH AVENUE (F)RMERLY DESCRIBED AS LEAVITT AVENUE) LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 1 TO 9, BOTH INCLUSIVE, IN BLOCK 'A' IN SCANTIA ADDITION TO HOMEWOOD IN SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO

ALL THAT PART OF STEWARD AVENUE (FORMLRLY DESCRIBED AS CAKLEY AVENUE) LYING BETWEEN LOTS 40 TO 48 IN BLOCK 'A' AND LOTS 1 TO 9, IN BLOCK 'B' IN SCANDIA ADDITION TO HOMEWOOD AFORESAID; ALSO

ALL OF THE EAST 1/2 OF THAT PART OF ARGYLE AVFILLE (FORMERLY DESCRIBED AS WESTERN AVENUE) LYING WEST AND ADJOINING LOTS 40 TO 48, BOTH INCLUSIVE, IN BLOCK 'B' IN SCANDIA ADDITION TO MOMPHOOD AFORESAID; ALSO

ALL THAT PART OF 179TH STREET (FORMERLY DESCRIBED AS 182ND STREET) LYING NORTH AND ADJOINING BLOCKS 'A' AND 'B' OF SCANDIA ADDITION TO HOMEWOOD AFORESAID;

#### ALSO

THE 16 FEET STRIP OF LAND RUNNING NORTH AND SOUTH BETWEEN LOTS 1 TO 9 AND EAST AND LOTS 40 TO 48, ON WEST IN BLOCK 'A' OF SCANDIA COLITION TO HOMEWOOD AFORESAID; ALSO

THE 16 FEET STRIP OF LAND RUNNING NORTH AND SOUTH BETWEEN LOTS 1 TO 9 ON EAST AND LOTS 40 TO 48, ON THE WEST IN BLOCK 'B' OF SCANDIA ADDITION TO HOMEWOOD AFORESAID, EAST OF THE THIRD PRINCIPAL MERIDIAN;

#### PARCEL 4:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 LYING NORTH OF THE SOUTH (40 RODS) 660 FEET OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

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#### PARCEL 5:

THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THAT PART THEREOF LYING EASTERLY OF THE WESTERLY LINE OF PARK AVENUE AS DEDICATED JANUARY 4, 1926 AS DOCUMENT #9139347 AND THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF THE WESTERLY LINE OF THE PUBLIC HIGHWAY KNOWN AS PARK AVENUE AS DEDICATED JANUARY 3, 1919 AS DOCUMENT NUMBER 6443372, IN COOK COUNTY, ILLINOIS;

#### PARCEL 6:

THE SOUTH 15 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE EAST 660.5 FEET OF THE WEST 1321 FEET OF THE SOUTH 530.6 FEET OF THE COUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 1/4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

Property Address: 175th Street and Western Avenue Homewood, Illinois

Tax I.D. Numbers:	28-36-220-001	28-36-413-001
		29-31-118-001
28-36-402-001	28-15-403-001	29-31-300-001
28-36-402-002	28-36-403-002	29-31-309-003
28-36-402-003	28-36-403-003	29-31-121-018
28~36-402-004	28-36-403-004	
28-36-402-005	28-36-402-005	
28-36-402-006	28-36-403-906	
28-36-402-007	28-36-403-607	
28-36-402-008	28-36-403-008	
28-36-402-009	28-36-403-009	
28-36-402-021	28-36-403-025	<b>-</b> /
28-36-402-022	28-36-403-026	10
28-36-402-023	28-36-403-027	
28-36-402-024	28-36-403-028	<i>'----</i>
28-36-402-025	28-36-403-029	1/2
		. (0)
28-36-402-026	28-36-403-030	9
28-36-402-027	28-36-403-031	
28-36-402-028	28-36-403-032	<b>U</b> ∞
28-36-402-029	28-36-403-033	
20-30-402-023	20-30-403-033	