

FIRST AMENDMENT TO PURCHASE MONEY WRAP-AROUND MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE MONEY WRAP-AROUND MORTGAGE AND SECURITY AGREEMENT ("Amendment") entered into this 5th day of September, 1991, by and between American National Bank & Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated August 1, 1985 and known as Trust No. 65395 ("Mortgagor") and Lakewest Equity, Inc., an Illinois corporation ("Mortgagee").

RECORDING \$16.29
TRAN 3918 09/09/91 14:08:00
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, Mortgagor, as successor in interest to Chicago Title & Trust Company, as Trustee under Trust Agreement dated January 31, 1985 and known as Trust No. 5-67638, entered into a certain Purchase Money Wrap-Around Mortgage Note dated as of July 15, 1985 in the principal amount of \$824,306.52 (the "Note") which is secured by, among other things, a Purchase Money Wrap-Around Mortgage and Security Agreement in favor of Mortgagee (the "Wrap Mortgage"); and

WHEREAS, said Wrap-Mortgage is hereby incorporated herein by reference as if fully set forth herein; and

WHEREAS, Mortgagor has entered into an Instalment Note dated August 12, 1991 (the "Instalment Note") in the principal amount of \$750,000.00 from Albany Bank and Trust Co. N.A. ("Albank") which is secured by, among other things, a Trust Deed (the "Trust Deed") encumbering the property securing the Wrap Mortgage; and

WHEREAS, Albank has required as a condition to disbursing funds under the Instalment Note that the Note and Wrap Mortgage be subordinate to the Instalment Note and the Trust Deed; and

WHEREAS, Mortgagee has agreed to subordinate its interests in the Note and Wrap Mortgage to Albank's interests in the Instalment Note and Trust Deed; and

WHEREAS, the parties hereto desire to amend the Wrap-Mortgage upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter contained and other good and valuable consideration, the parties agree as follows:

1. The Recitals to this Amendment are hereby incorporated herein by this reference hereto.

28-029.015342-04314

Prepared by and Return to
Daniel Kohn
Howood Marcus & B...
333 W. Wacker Drive
Suite 2800
Chicago, IL 60606



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2. All definitions set forth under the Wrap-Mortgage are incorporated herein.

3. To the extent that the terms and conditions of this Amendment are inconsistent with the terms and conditions of the Wrap-Mortgage, the terms and conditions of this Amendment shall control.

4. The Recitals to the Wrap-Mortgage are amended by (i) deleting the words "Eight Hundred Twenty-Four Thousand Three Hundred Six and 52/100 Dollars (\$824,306.52)" contained in the fourth and fifth lines thereof and inserting in lieu thereof the words "Nine Hundred Four Thousand Seven Hundred Eighty and 80/100 Dollars (\$904,780.80)", (ii) deleting the words "eleven and nine-tenths percent (11.9%)" contained in the sixth line thereof and inserting in lieu thereof the words "ten and sixteen one-hundredths percent (10.16%)", and (iii) deleting the words "October 1, 1995" from the seventh line thereof and inserting in lieu thereof the words "September 1, 1996."

5. Section 2 of the Wrap-Mortgage is amended by deleting the words:

"Mortgage dated March 11, 1985 made by American National Bank and Trust Company, as Trustee under Trust Agent dated February 1, 1985 and known as Trust No. 63380 to American National Bank and Trust Company of Chicago recorded on March 18, 1985 in the Recorder's Office of Cook County, Illinois as Document 27477852 and any and all other documents evidencing or securing the indebtedness secured by said Mortgage (said Mortgage and all other documents or any mortgage and other documents evidencing or securing any loan refinancing said Mortgage being hereinafter referred to as the 'First Mortgage')"

and inserting in lieu thereof:

"Trust Deed dated August 12, 1991 made by American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated August 1, 1985 and known as Trust No. 65395 to Albany Bank and Trust Company N.A. and any and all other documents evidencing or securing the indebtedness secured by said Trust Deed (said Trust Deed and all other documents or any mortgage and other documents

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evidencing or securing any loan refinancing said Trust Deed being hereinafter referred to as the 'First Mortgage')."

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first set forth above.

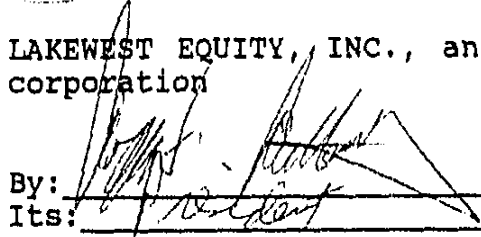
MORTGAGOR:

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, as Trustee as
aforesaid

By: 
Its: _____
Authorized Officer

MORTGAGEE:

LAKWEST EQUITY, INC., an Illinois
corporation

By: 
Its: _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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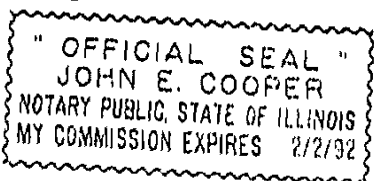
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STATE OF Illinois)
COUNTY OF Cook) SS

I, John E. Cooper, a notary public in and for said County, in the State aforesaid, do hereby certify that Roger Kuttanberg, personally known to me to be the President of Lakewest Equity, Inc., an Illinois corporation, and 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 that as such President, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of September, 1991.

John E. Cooper
Notary Public



STATE OF Ill)
COUNTY OF Cook) SS

I, Anne M. Marchert, a notary public in and for said County, in the State aforesaid, do hereby certify that JUDITH B. CRAVEN, personally known to me to be the President of American National Bank & Trust Company of Chicago, as trustee aforesaid, and 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 that as such President he signed and delivered the said instrument pursuant to authority given by said bank as his 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 SEP 05 day of _____, 1991.

Anne M. Marchert
Notary Public



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PARCEL 1:

Lots 31 and 32 (except the Northerly 3.9 feet thereof) in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lot 23 and that part of Lots 24, 25, and 26 that lies West of a line described as follows: BEGINNING at a point on the Northerly line of said Lot 26 said point being 14.06 feet Easterly (as measured on the Northwesterly line of Lot 26) from the North West corner of Lot 20; thence South on a straight line 157.62 feet to a point 25 feet Easterly (as measured on the Southeasterly line of Lot 24) of the South West corner of Lot 24 all in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

All the Easterly and Westerly 16 feet vacated alley said alley vacated by Document 17841079 recorded April 28, 1960 and dated April 19, 1960 lying Southerly of and adjoining Lot 31 and Northerly of and adjoining Lots 23 to 26 both inclusive and lying Westerly of the West line of land conveyed to the County of Cook in Document 11934103 and lying Easterly of the East line of Fern Avenue as dedicated by Plat of Subdivision, all in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois recorded September 15, 1923 as Document 5104900.

PARCEL 4:

The West 1/2 of the North and South 16 feet vacated alley said alley vacated by Document 17202237 recorded May 12, 1958 lying East of and adjoining Lots 31 and 32 lying South of the South line of the North 3.9 feet of Lot 32 extended East and lying Northwesterly of a line beginning at the South East corner of Lot 31; thence Northeasterly to the South West corner of Lot 30 all in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known as 4146 S. First Avenue, Lyons, Illinois

PIN: 18-02-113-008, 18-02-113-010, 18-02-113-011, 18-02-113-012, 18-02-113-013, 18-02-113-015, 18-02-113-018

... 1006 and shall be ...