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COOK COUNTY, ILLINOIS

1991 JAN -9 AM 11:55

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BBNA/
39th &
Kedzie
11/23/90

This Instrument Was Prepared By
(and after recording mail to)
William S. McDowell, Jr.
Baker & McKenzie
130 East Randolph Drive
Chicago, Illinois 60601

\$21.00

FIRST AMENDMENT TO LOAN AGREEMENT, NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

This Agreement, made as of this 20th day of October, 1990, by BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, not personally, but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said bank in pursuance of a trust agreement dated March 31, 1989, and known as Trust No. 8946 ("Trustee"), and KEDZIE INDUSTRIAL ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary") (Trustee and Beneficiary are sometimes collectively referred to as "Borrower") and BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association ("Lender"),

WITNESSETH:

WHEREAS:

A. Borrower and Lender are parties to that certain Loan Agreement dated April 10, 1989, pertaining to real estate hereinafter described (the "Loan Agreement") pursuant to which Lender agreed to make a loan (the "Loan") as therein described, and

B. Borrower's obligation to repay the Loan are evidenced by that certain Mortgage Note of Borrower dated even date with the Loan Agreement, in the original principal amount of Six Million Four Hundred Thousand and No/100 Dollars (\$6,400,000.00) which note (the "Note") is secured, inter alia, by a Mortgage and Security Agreement from Trustee to Lender of the premises legally described in Exhibit A, attached hereto and made a part hereof, dated even date with the Note and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on April 24, 1989, as Document No. 89180941 (the "Mortgage") and by an Assignment of Rents and of Lessor's Interest in Leases from Borrower to Lender, dated even date with the Note and recorded concurrently with the Mortgage as Document No. 89180942 (the "Assignment of Rents") (the Loan Agreement, Note, Mortgage, Assignment of Rents, and any other agreement delivered to Lender by Beneficiary or Trustee to further evidence or secure repayment of the Loan are collectively referred to as the "Loan Documents"); and

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C. The parties desire to amend the Loan Documents in the manner hereinafter specified:

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, and conditions hereinafter specified, the parties hereto agree as follows:

1. Integration of First Amendment with Loan Agreement and other Loan Documents. The following provisions of this first amendment (the "Amendment") are as fully a part of the Loan Agreement and other Loan Documents as if expressed in each of them, and to the extent any provision specified in this Amendment is inconsistent with any provision in the Loan Documents as originally executed, the provision in this Amendment shall be controlling, and shall be deemed an amendment of the terms specified in the Loan Documents as originally executed to the extent necessary to give full force and effect to the provisions of this Amendment. Except to the extent herein otherwise indicated, terms having a defined meaning in the Loan Agreement have the same meaning in this Amendment. Except as herein otherwise specified, the Loan Agreement, Note, Mortgage and all of the other Loan Documents remain unchanged and in full force and effect.

2. Decrease in Loan Amount. The parties acknowledge that the principal balance of the Loan outstanding as of the date hereof is Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00). Paragraph 2.1 of the Loan Agreement, the Note and each of the other Loan Documents are amended by substituting the amount of Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00) for the original amount of the Loan wherever such amount appears in the Loan Documents.

3. Extension of Maturity Date; Increase in Loan Fee. Subject to Borrower's continued compliance with and satisfaction of the requirements and conditions specified in the Loan Documents, Lender agrees that the Maturity Date specified in the Loan Documents is changed from October 20, 1990 to April 20, 1991. In consideration of such extension of the Maturity Date, Borrower agrees to pay Lender the sum of Twenty Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) concurrently with the execution of this Amendment.

4. Attachment to Note. Lender may, and prior to any transfer by it of the Note shall, attach an executed copy of this Amendment to the Note and place an endorsement on the Note making reference to the fact that such attachment has been made.

5. Certifications, Representations and Warranties. To induce Lender to enter into this Amendment, Beneficiary hereby certifies, represents and warrants to Lender that all certifications, representations and warranties contained in the Loan Documents and in all certificates heretofore delivered to Lender are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Amendment.

6. Trustee Exculpation. This Agreement is executed by BOULEVARD BANK NATIONAL ASSOCIATION, not personally, but as trustee as aforesaid, in the exercise

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of the power and authority conferred upon and vested in it as such trustee (and said trustee hereby warrants that it possesses full power and authority to execute this Agreement) and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said trustee personally to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by the other parties hereto and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BOULEVARD BANK NATIONAL ASSOCIATION, not personally, but as Trustee, as aforesaid

By: 
Title: ASST VICE PRESIDENT

ATTEST:

By: 
Title: ASST VICE PRESIDENT

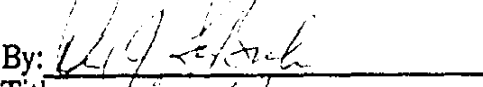
KEDZIE INDUSTRIAL ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership
By: Warehouse/Commercial Ventures, Inc., an Illinois corporation

By: 
President

BOULEVARD BANK NATIONAL ASSOCIATION

By: 
Title: VICE PRES

ATTEST:

By: 
Title: Not. P. U.

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STATE OF ILLINOIS)
COUNTY OF COOK)

I, _____ a Notary Public in and for said County in the state aforesaid,
DO HEREBY CERTIFY THAT Alex J. Beresoff, Assistant Vice President of BOULEVARD BANK
NATIONAL ASSOCIATION and TOUISE HI. DE IRAND, Assistant Trust Officer of said Bank, personally
known to me to be the same persons whose names are subscribed to the foregoing instrument as such
Assistant Vice President and Assistant Trust Officer respectively, appeared before me this day in
person and acknowledged that they signed and delivered the said instrument as their own free and
voluntary act of said Bank for the uses and purposes therein set forth; and the said Assistant
Vice President did also then and there acknowledge that he, as custodian of the Corporate Seal of
said Bank, did affix the said Corporate Seal of said Bank to said instrument as his own free and
voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein
set forth.

GIVEN under my hand and notarial Seal this 18th day of Dec, 19 90.

My Commission Expires: _____

Margaret M. Vita
NOTARY PUBLIC

"OFFICIAL SEAL"
Margaret M. Vita
Notary Public, State of Illinois
My Comm. Expires 11/15/91

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CATHERINE A. SWIDERSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL C. GALLAGHER J.P. of BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, and DAVID J. LABRASH, A.P. of said bank, who are 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 they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of DECEMBER, 1990.

Catherine A. Swiderski
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing was acknowledged before me this 18 day of DECEMBER, 1990, by FROILAN P. CONCEPCION, President of Warehouse/Commercial Ventures, Inc., an Illinois corporation, the general partner of KEDZIE INDUSTRIAL ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, on behalf of said partnership.

Catherine A. Swiderski
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CATHERINE A SWIDERSKI Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL C GALLAGHER, V.P. of BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association, and DAVID J. LABRASH, A.U.P. of said bank, who are 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 they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of DECEMBER, 1990.

Catherine A. Swiderski
Notary Public



Notary Public of Cook County Clerk's Office

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BBNA/39th
& Kedzie
04/17/89

EXHIBIT "A"

PARCEL "A"

That part of the North East 1/4 of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the North East corner of said North East 1/4 and running thence South along the East line of said North East 1/4, a distance of 775.84 feet; thence West, a distance of 1067.08 feet to a point 787.58 feet South from the North line of said North East 1/4; thence North along the West line of the East 1067.08 feet (measured at right angles to the East line of said North East 1/4) of said North East 1/4, a distance of 787.58 feet to its intersection with said North line of the North East 1/4; thence Eastwardly along said North line of the North East 1/4, a distance of 63.38 feet; thence South along the West line of the East 1003.70 feet (measured at right angles to the East line of said North East 1/4) of the said North East 1/4, a distance of 207.49 feet; thence Eastwardly a distance of 823.08 feet a point on the West line of the East 180.62 feet (measured at right angles to the East line of said North East 1/4) of said North East 1/4 which is 198.69 feet South from said North line of the North East 1/4; thence North along said West line of the East 180.62 feet (so measured) a distance 198.69 feet to its intersection with said North line of the North East 1/4 and thence Eastwardly along said North line of the North East 1/4 a distance of 180.63 feet to the point of beginning, (except therefrom that part falling in West Pershing Road and South Kedzie Avenue), all in Cook County, Illinois.

PARCEL "B"

That part of the North East 1/4 of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the point on the North line of said North East 1/4 which is the North East corner of the tract of land conveyed to Chanslor Western Oil and Development Corp by Warranty Deed recorded in the Recorder's Office of Cook County, Illinois, as Document Number 17737436 and which is 1332.32 feet East from the North West corner of said North East 1/4 and running thence Southwardly along the East line of said tract so conveyed and along a Southward extension thereof a distance of 790.67 feet; thence East a distance of 285.17 feet to a point on the West line of the East 1067.08 feet (measured at right angles to the East line of said North East 1/4) of said North East 1/4 which is 787.58 feet South from said North line thereof; thence North along said West line of the said East 1067.08 feet (so measured) a distance of 787.58 feet to its intersection with said North line and thence Westwardly along said North line of the North East 1/4, a distance of 278.37 feet to the point of beginning (except therefrom that part falling in West Pershing Road), all in Cook County, Illinois.

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EASEMENT PARCEL 1

A non-exclusive easement in favor of Parcels A and B aforesaid created by the Deed from Crane Co. to Goldblatt Bro., Inc. recorded May 27, 1960 as Document 17866852 to use the sanitary and storm sewers located in and upon that part of the North 20 feet of Parcel D (which said Parcel D is delineated in said Deed) which lies East of the Southward extension of the West line of Parcel B aforesaid, in Cook County, Illinois.

EASEMENT PARCEL 2

A non-exclusive easement in favor of Parcel A aforesaid created by the Deed recorded as Document 17866852 to use the electric conduit located in and upon a strip of land 10 feet wide, the center line of which is a line described as follows: Beginning at a point on the West line of S. Kedzie Avenue which is 21 feet South from the North line of Parcel D (as described in said Deed) and running thence Westwardly a distance of 265 feet to a point 14 feet South from said North line of Parcel D (to a point designated as point "X"); thence West a distance of 115 feet, parallel with and 14 feet South from said North line of said Parcel D; thence Southwestwardly a distance of 29 feet to a point 30 feet South from said North line of said Parcel D; thence West a distance of 305 feet parallel with and 30 feet South from said North line of said Parcel D (to a point designated as point "Y"), together with access to the aforesaid electric conduit by use of the existing electrical connection facilities (or replacements thereof) running underneath the surface of said Parcel D between the South line of Parcel A aforesaid and the said points "X" and "Y" on the aforesaid center line, in Cook County, Illinois.

EASEMENT PARCEL 3

A non-exclusive easement in favor of Parcel A aforesaid created by Deed from Crane Co. to Myron M. Segal and W. E. Davis recorded May 24, 1960 as Document 17863546 for the existing wall and appurtenances thereto such as foundations and footings, roofs, overhangs, eaves, gutters and downspouts over, under and across the South 4.85 feet of the East 463 feet of Parcel C (which said Parcel C is delineated in said Deed), in Cook County, Illinois.

EASEMENT PARCEL 4

A non-exclusive easement in favor of Parcel A aforesaid created by the Deed recorded as Document 17863546 for maintenance of present structural supports and installation of such additional structural supports below floor level of existing bunkers as may be required for installation and operation of a set of depressed industry tracks now or hereafter located on Parcels A and B aforesaid, in Cook County, Illinois.

Permanent Real Estate Tax Index Number: 19-02-200-007-0000

Common Address: Southwest corner of Pershing Road and Kedzie Street,
Chicago, Illinois

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CONSENT OF GUARANTORS

Chicago, Illinois
October 20, 1990

For value received, each of the undersigned, as Guarantor of Borrower's Obligations under the Loan Agreement, Note, Mortgage, Assignment of Rents, and other Loan Documents referred to above, pursuant to that certain Guaranty of Payment and Performance dated even date with the Note (the "Guaranty") hereby consents to and agrees to be bound by the terms of the foregoing Amendment, and agrees that all obligations under the Guaranty apply with full force and effect to Borrower's Obligations (as defined in the Guaranty) as modified by the foregoing Amendment.

Morando Berrettini

[Signature]

Froilan P. Concepcion

[Signature]

Bernard C. Volsansky

[Signature]

James D. Wetzel

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, CATHERINE A. SWIDERSKI, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Morando Berrettini, Froilan P. Concepcion, Bernard C. Volsansky, and James D. Wetzel, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of DECEMBER, 1990.

[Signature]

Notary Public



91012338

CONSENT OF GUARANTORS

Chicago, Illinois
October 20, 1990

For value received, each of the undersigned, as Guarantor of Borrower's Obligations under the Loan Agreement, Note, Mortgage, Assignment of Rents, and other Loan Documents referred to above, pursuant to that certain Guaranty of Payment and Performance dated even date with the Note (the "Guaranty") hereby consents to and agrees to be bound by the terms of the foregoing Amendment, and agrees that all obligations under the Guaranty apply with full force and effect to Borrower's Obligations (as defined in the Guaranty) as modified by the foregoing Amendment.

Morando Berrettini
Morando Berrettini

Froilan P. Concepcion
Froilan P. Concepcion

Bernard C. Volsansky
Bernard C. Volsansky

James D. Wetzel
James D. Wetzel

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

I, CATHERINE A. SWIDERSKI, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Morando Berrettini, Froilan P. Concepcion, Bernard C. Volsansky, and James D. Wetzel, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of OCTOBER, 1990.

Catherine A. Swiderski
Notary Public

▲▲▲▲▲
"OFFICIAL SEAL"
Catherine A. Swiderski
Notary Public, State of Illinois
My Commission Expires 3/26/94
▲▲▲▲▲

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