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FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

This First Amendment to Assignment of Leases and Rents is entered into by the undersigned this 13th day of August, 1992.

WHEREAS, FIRST COLONIAL TRUST COMPANY, Successor Trustee to Michigan Avenue National Bank of Chicago, a national banking association of 30 North Michigan Avenue, Chicago, Illinois 60602, not personally but as Trustee under a deed or deeds in trust delivered in pursuance of a Trust Agreement dated as of July 10, 1987 and known as Trust Number 4653 (the "Trustee") and 3161-73 NORTH ORCHARD STREET PARTNERSHIP, an Illinois Partnership by Paul Byron, President of Paul Byron & Associates, Inc., an Illinois corporation, the general partner of Belmont-Orchard, Ltd., an Illinois limited partnership, a partner of 3161-73 NORTH ORCHARD STREET PARTNERSHIP (the "Beneficiary," Trustee and Beneficiary being hereinafter collectively referred to as "Assignors"), previously entered and delivered that certain Promissory Note dated August 4, 1987 in the original principal amount of \$550,000.00 (the "Note");

WHEREAS, Assignors previously executed that certain Assignment of Leases and Rents dated August 4, 1987 and recorded in the Cook County Recorder's Office as Document Number 87431423 covering certain real property located in Cook County, Illinois, and legally described on Exhibit A attached hereto (the "Assignment");

WHEREAS, Harriscorp Finance, Inc. has previously assigned all of its right, title and interest in the Note to Harris Trust and Savings Bank pursuant to that certain Assignment of Real Estate Mortgage dated July 28, 1992 and recorded in the Cook County Recorder's Office on July 29, 1992 as Document Number 92556059;

WHEREAS, Harriscorp Finance, Inc. has previously assigned all of its right, title and interest in the Assignment pursuant to that certain Assignment of Assignment of Leases and Rents dated as of August 13, 1992 to Harris Trust and Savings Bank;

WHEREAS, the Assignors have requested Harris Trust and Savings Bank to make certain modifications to the Note, including an extension of the maturity of the Note, all in accordance with that certain Amended and Restated Promissory Note between the Trustee and Harris Trust and Savings Bank dated August 13, 1992 (the "Amended Note");

WHEREAS, Harris Trust and Savings Bank and the Assignors hereby desire to amend the Assignment to conform it to the transaction contemplated by the Amended and Restated Promissory Note;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

A. The Assignment is hereby amended as follows:

1. Line 13, Paragraph 1 on Page 1 is hereby amended by striking "Harriscorp Finance, Inc., a Delaware corporation" and by substituting therefor "Harris Trust and Savings Bank, an Illinois banking corporation".
2. Line 5 of Paragraph 2 on Page 1 is hereby amended by adding "as amended by that certain Amended and Restated Promissory Note dated August 13, 1992" after the figure "\$550,000.00".
3. Line 1 on Page 2 is hereby amended by striking the date "August 16, 1992" and substituting therefor August 15, 1994".

B. The Assignors have, prior to the date hereof, in addition to the Assignment executed and delivered to the Bank financing statements and similar instruments and documents relating to the financing by the Bank of the Assignors and the security therefor (the Assignment and such financing statements and other instruments and documents being hereinafter collectively referred to as the "Prior Loan Documents"), and the Assignors

This document was prepared by Michael Obremski for John McArdle, Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois 60690

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hereby agree that, notwithstanding the execution and delivery hereof, all of the Prior Loan Documents shall be and remain in full force and effect and that any rights and remedies of the Bank thereunder, obligations of the Assignors thereunder and any liens or security interests created or provided for thereunder shall be and remain in full force and effect and shall not be discharged hereby, it being specifically understood and agreed that this agreement to the extent the subject matter hereof covers the subject matter of the Prior Loan Documents shall constitute and be a continuation of the rights, remedies, liens and security interests in favor of the Bank, and the Obligations of the Assignors to the Bank, which exist under the Prior Loan Documents. However, to the extent that the Prior Loan Documents are inconsistent with any terms hereof, the Prior Loan Documents shall to such extent be deemed amended hereby and this agreement shall govern and control over any such provisions of the Prior Loan Documents which are inconsistent with the provisions hereof.

C. No reference to this First Amendment need be made in any of the Prior Loan Documents or in any other instrument or document making reference to any of the Prior Loan Documents. Any reference to a Prior Loan Document in any of such is to be deemed a reference to such Prior Loan Document as amended and supplemented hereby. Nothing contained herein shall in any manner affect or impair, supercede or replace any security interests or other liens heretofore created in favor of the Bank on all or any part of the Collateral. Nothing contained herein shall in any manner affect or impair the priority of the liens and security interests created and provided for by the Prior Loan Documents as to the indebtedness which would be secured thereby prior to giving effect to this agreement.

D. In order to induce you to execute and deliver this First Amendment, the Assignors hereby represent to you that as of the date hereof and as of the time that the First Amendment becomes effective, each of the representations and warranties set forth in the Assignment as amended hereby are and shall be and remain true and correct and the Assignors shall be in full compliance with all of the terms and conditions hereof and no event of default as defined in the Assignment as amended hereby shall have occurred and be continuing nor any event which with the lapse of time, the giving of notice or both would constitute such an event of default.

E. The First Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be an original but all of which to constitute one and the same instrument. Except as specifically amended and modified hereby, all of the terms and conditions of the Assignment shall stand and remain unchanged and in full force and effect. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Assignment.

F. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on August 13, 1992.


3161-73 NORTH OAKHARD STREET
PARTNERSHIP, an Illinois partnership

By: Belmont-Orchard, Ltd., an Illinois
limited partnership

Its: _____ Partner

By: Paul Byron & Associates, Inc. an
Illinois corporation

Its: General Partner

By: 
Paul Byron

Its: President

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This instrument is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise 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 instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby and by the Mortgage conveyed for the payment thereof, by the enforcement of the liens hereby and thereby created, in the manner herein and in said Mortgage provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or be realization on any other collateral for the indebtedness hereby secured.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Land Trust Officer, and its corporate seal to be hereunto affixed and attested by its Land Trust Officer, as of the day and year first above written.

FIRST COLONIAL TRUST COMPANY, Successor Trustee, to Michigan Avenue National Bank of Chicago, as Trustee aforesaid and not personally

By Virginia L. Doyle
Virginia L. Doyle
Type or Print Name

(SEAL)

ATTEST:

Bernice D. Lorenz
Secretary
Bernice D. Lorenz
Type or Print Name

Accepted and agreed to as of the date first above written.

HARRIS TRUST AND SAVINGS BANK

By J. H. Macleod
Vice President

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, A Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul Byron, President of Paul Byron & Associates, Inc., an Illinois corporation, the general partner of Belmont-Orchard, Ltd., an Illinois limited partnership, a partner of 3161-73 North Orchard Street Partnership, an Illinois partnership who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

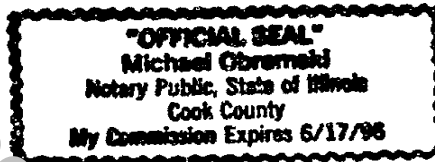
Given under my hand and notarial seal, this 13th day of August, 1997

Michael Obremski
Notary Public

MICHAEL OBREMSKI
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires: _____

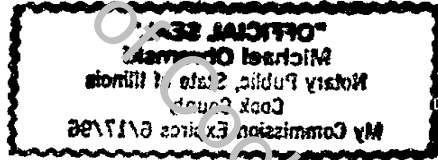


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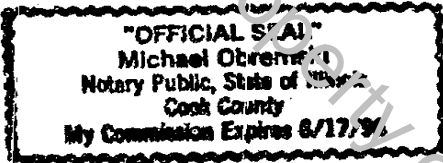
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STATE OF ILLINOIS)
COUNTY OF COOK)

I, MICHAEL OBRZEMSKI, a Notary Public in and for said County and State, do hereby certify that JOHN F. McARDLE, VICE PRESIDENT of HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 notarial seal, this 13th day of August, 1992.



Michael Obremski
Notary Public

MICHAEL OBRZEMSKI
(TYPE OR PRINT NAME)

(SEAL)

My Commission Expires:

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Virginia A. Doyle and Bernice D. Lorenz of FIRST COLONIAL TRUST COMPANY, Successor Trustee to Michigan Avenue National Bank of Chicago, a national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Land Trust Officer, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

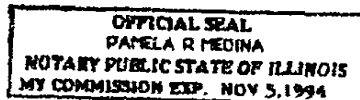
Given under my hand and notarial seal this 14 day of August, 1992.

Pamela R. Medina
Notary Public

Pamela R. Medina
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:



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STATE OF ILLINOIS
COUNTY OF COOK
CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF COOK
STATE OF ILLINOIS

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My Commission Expires 01/15/20
Cook County
Notary Public, State of Illinois
Michael Opatowski
"OFFICIAL SEAL"

STATE OF ILLINOIS
COUNTY OF COOK
CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF COOK
STATE OF ILLINOIS

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 27 AND 28 IN HITCHCOCK'S AND WILSON'S SUBDIVISION OF THE EAST 1/2 OF LOT 1 IN BICKERDIKE AND STEELE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3161-73 NORTH ORCHARD, CHICAGO, ILLINOIS

REAL PROPERTY INDEX NUMBER: 14-28-101-001-0000

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