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Allied - Hillside Plant
Cook County, Illinois

FIRST AMENDMENT TO MORTGAGE,
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "Amendment"), dated as of June 10, 1992, is entered into by and between ALLIED ASPHALT PAVING COMPANY, an Illinois corporation ("Allied") and CONTINENTAL BANK N.A., a national banking association having its principal office at 231 South LaSalle Street, Chicago, Illinois 60697 (the "Lender"). For purposes of this Amendment, all terms capitalized but not specifically defined herein which are capitalized and defined in the Mortgage (hereinafter defined) shall have the same respective meanings for purposes hereof as in the Mortgage.

RECITALS:

A. Raymond E. Plote ("Plote") and Janice Plote own 100% of the outstanding common stock of RJP, Inc., an Illinois corporation ("RJP"), and Plote owns 100% of the outstanding common stock of each of (i) Boulder Ridge Country Club, Inc., an Illinois corporation ("BRCC"), and (ii) Par Development, Inc., an Illinois corporation ("Par"), and RJP owns 100% of the common Stock of (i) Beverly Gravel, Inc., and Illinois corporation ("Beverly"), and (ii) 58% of the outstanding common stock of Allied (the remaining 42% of the outstanding common stock of Allied being owned by Milburn Brothers, Incorporated, an Illinois corporation, 100% of the outstanding common stock of which is owned by RJP), and as such, Allied, Plote, BRCC, Par, Beverly and RJP are related entities, each with related financial interests.

B. To secure (among other things) the obligations of RJP, BRCC, and Par under the Loan Agreements and the Notes, as the same have been or may be amended, modified, supplemented or restated from time to time, Allied (which is the sole owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto and made a part hereof) executed and delivered a certain Mortgage, Assignment of Rents and Security Agreement dated as of August 27, 1990 and recorded on October 30, 1990 with the Registrar of Titles of Cook County, Illinois as Document No. 3922641 (the "Mortgage").

C. The RJP Credit Agreement, the RJP Credit Note, the Par Credit Agreement and the Par Credit Note have been amended to (among other things) extend their respective maturity dates.

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9. Government Dr

D. The parties hereto are entering into this Amendment to (among other things) amend the Mortgage to reflect and secure both the Revolving Credit Agreement and the Revolving Credit Note (both hereinafter defined).

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. Amendment to the Mortgage. The Mortgage is hereby amended as follows:

(a) the following sentence is hereby added to the end of the first paragraph on page one of the Mortgage: ". . . As used herein, the term "Borrowing Group" shall mean and include Borrower, RJP (as hereinafter defined), BRCC (as hereinafter defined), Par (as hereinafter defined), and/or Harris Bank Barrington, N.A., not personally but solely as Trustee under each of those certain trusts dated: (i) June 1, 1985 and known as Trust No. 11-3439; (ii) October 1, 1984 and known as Trust No. 11-3242; (iii) December 1, 1966 and known as Trust No. 11-3772; (iv) May 1, 1987 and known as Trust No. 11-3859; (v) September 1, 1987 and known as Trust No. 11-3919; (vi) September 22, 1977 and known as Trust No. 11-1364; (vii) January 1, 1986 and known as Trust No. 11-3600; and (viii) April 10, 1975 and known as Trust No. 920.";

(b) the words ". . . of even date herewith . . ." beginning (i) in the second line of the first "WHEREAS" clause on page one, (ii) in the second line of the second "WHEREAS" clause on page one, (iii) in the third line of the third "WHEREAS" clause on page one, (iv) in the second line of the first "WHEREAS" clause on page two, and (v) in the second line of the second "WHEREAS" clause on page two of the Mortgage are hereby deleted and replaced with ". . . dated as of August 27, 1990 . . .";

(c) the following paragraph is hereby added after the second "WHEREAS" clause of page one of the Mortgage:
". . . WHEREAS, RJP has executed and delivered to Lender a Promissory Note dated as of December 19, 1988 payable to the order of Lender in the principal amount of Four Million Three Hundred Thousand Dollars ($4,300,000), or such lesser amount as may be disbursed thereon, as provided in the Revolving Credit Agreement (the "Revolving Credit Agreement") dated as of December 19, 1988 executed by RJP and Lender (said note, together with all notes issued in substitution or exchange therefor as any of the foregoing may from time to time be amended, is hereinafter called the

"Revolving Credit Note"), which Revolving Credit Note bears interest as more fully described therein and in the Revolving Credit Agreement; and . . .";

(d) the fourth "WHEREAS" clause on page two of the Mortgage is hereby deleted in its entirety and replaced with the following: ". . . WHEREAS, the Notes will be secured by, among other things, mortgages encumbering property legally owned by Borrower and Harris Bank Barrington, N.A., not personally but solely as Trustee under each of those certain trusts dated: (i) June 1, 1985 and known as Trust No. 11-3439; (ii) October 1, 1984 and known as Trust No. 11-3242; (iii) December 1, 1986 and known as Trust No. 11-3772; (iv) May 1, 1987 and known as Trust No. 11-3859; (v) September 1, 1987 and known as Trust No. 11-3919; (vi) September 22, 1977 and known as Trust No. 11-1364; (vii) January 1, 1986 and known as Trust No. 11-3600; and (viii) April 10, 1975 and known as Trust No. 920; and . . .";

(e) the word "Borrower" in the second line of the "NOW, THEREFORE" paragraph on page three of the Mortgage is hereby deleted and replaced with "the Borrowing Group";

(f) all references to "Borrower" in Section 2.01 of the Mortgage are hereby deleted and replaced with "the Borrowing Group";

(g) all references in the Mortgage to the "Loan Agreements" shall be deemed to include the Revolving Credit Agreement; and

(h) all references in the Mortgage to the "Notes" shall be deemed to include the Revolving Credit Note.

2. <u>References to the Mortgage</u>. Each reference in the Mortgage to "this Mortgage," "hereunder," "hereof," or words of like import shall, except where the context may otherwise require, be deemed a reference to the Mortgage as amended hereby.

3. <u>Confirmation of the Mortgage</u>. Except as amended hereby, the Mortgage shall remain in full force and effect and is hereby ratified and confirmed in all respects. It is the intent of the parties hereto that nothing contained herein shall be construed to release, cancel, terminate or otherwise adversely affect the liens, claims, rights and security interests granted to Lender under the Mortgage. The Mortgage as amended hereby shall now secure the obligations of RJP under the Revolving Credit Note and the Revolving Credit Agreement, as well as all other obligations stated therein with all the priorities enjoyed by the Mortgage at its inception.

4. Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

5. Successors. This Amendment shall be binding upon Allied and the Lender and their respective successors and assigns, and shall inure to the benefit of Allied and the Lender and the successors and assigns of Lender.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed at Chicago, Illinois by their respective officers thereunto duly authorized as of the date first written above.

ALLIED ASPHALT PAVING COMPANY,
an Illinois corporation

By: _____
Name: Raymond E. Plote
Title: Vice President

CONTINENTAL BANK N.A., a
national banking association

By: _____
Title: Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Warren R. Fuller, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Raymond E. Plote, personally known to me to be the same person whose name is, as Vice-President of ALLIED ASPHALT PAVING COMPANY, an Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed, sealed with the corporate seal of said corporation and delivered said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes set forth therein, all pursuant to authority granted by the Board of Directors of said corporation.

GIVEN under my hand and notarial seal this 7th day of July, 1992.

Notary Public

My Commission expires:

OFFICIAL SEAL
WARREN R FULLER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 15,1996

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Andres M. Llanes, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John J. Compernolle, personally known to me to be the Vice President of CONTINENTAL BANK N.A., a national banking association, 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 Vice President he or she signed and delivered the said instrument as Vice President of said association, pursuant to authority given by the Board of Directors of said association, as his or her free and voluntary act, and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of July, 1992.

Notary Public

My Commission expires:
1-19-94

"OFFICIAL SEAL"
ANDRES M. LLANES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-19-94

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EXHIBIT A

Permanent Index Nos.: 15-17-404-037-0000
15-17-404-038-0000

THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:

John P. Starkweather
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
(312) 782-0600

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EXHIBIT A

LEGAL DESCRIPTION

ALLIED - HILLSIDE PLANT

PARCEL 1:

LOT 1 IN ALLIED ASPHALT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REIGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 16, 1980 AS DOCUMENT LR3161191, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD AND WESTERLY OF THE RIGHT OF WAY OF THE CHICAGO AURORA AND ELGIN RAILROAD AND SOUTHERLY OF AND ADJOINING THE SOUTHERLY LINE OF THE CONGRESS STREET EXPRESSWAY AS CONDEMNED IN CASE NO. 55S4420 AS DESCRIBED IN JUDGMENT ORDER REGISTERED AS DOCUMENT LR2478288,

(EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:
BEGINNING ON THE WEST LINE OF THE AFORESAID EAST 1/2 AT THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 IN BLOCK 1 IN BOEGERS SUBDIVISION OF THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY (EXCEPT THE EAST 5 CHAINS OF THE NORTH 10 CHAINS AND EXCEPT THE WEST 166.5 FEET THEREOF) OF SAID SECTION 17; THENCE NORTH 00 DEGREES, 00 MINUTES, 15 SECONDS EAST, A DISTANCE OF 593.14 FEET TO THE SOUTHERLY LINE OF CONGRESS ST. EXPRESSWAY AS CONDEMNED IN SUPERIOR COURT CASE 55S4420; THENCE SOUTH 82 DEGREES, 23 MINUTES, 49 SECONDS EAST, A DISTANCE OF 437.269 FEET; THENCE SOUTH 70 DEGREES, 07 MINUTES, 59 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 14 DEGREES, 41 MINUTES, 43 SECONDS WEST, A DISTANCE OF 357.88 FEET; THENCE SOUTH 57 DEGREES, 59 MINUTES, 40 SECONDS WEST, A DISTANCE OF 188.90 FEET; THENCE SOUTH 51 DEGREES, 47 MINUTES, 08 SECONDS WEST, A DISTANCE OF 122.03 FEET; THENCE SOUTH 63 DEGREES, 00 MINUTES, 41 SECONDS WEST, A DISTANCE OF 124.14 FEET; THENCE NORTH 66 DEGREES, 52 MINUTES, 33 SECONDS WEST, A DISTANCE OF 25.03 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17 AT A POINT 50.00 FEET SOUTHERLY OF THE HEREINABOVE DESCRIBED POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 00 MINUTES, 15 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, AND
EXCEPT LOT 1 IN ALLIED ASPHALT SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN), ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

15-17-404-037-0000
15-17-404-038-0000

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