

Allied - Higgins Road  
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., an 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. 3922640 (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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T47777 TRAN 2434 07/15/93 11:59:00  
#2361 #0 \*93-547952  
COOK COUNTY RECORDER

9. Government DW

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Box 407

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DATE OF DECLASSIFICATION: 12/31/2000  
AUTHORITY: 25 CFR 172.101

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DATE 12/31/2000 BY 60322 UCBAW

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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, 1985 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

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to be returned to the appropriate authority. The information contained herein is for informational purposes only and should not be used for any other purpose. The information is provided as a public service and is not intended to constitute an offer of insurance or any other financial product.

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"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. References to the Mortgage. 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. Confirmation of the Mortgage. 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.

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STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JANUARY 11, 1900

REPORT OF THE  
COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
MAY 11, 1899

AND  
A RESOLUTION PASSED BY THE HOUSE OF REPRESENTATIVES  
MAY 11, 1899

AND  
A RESOLUTION PASSED BY THE SENATE  
MAY 11, 1899

AND  
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MAY 11, 1899

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MAY 11, 1899

AND  
A RESOLUTION PASSED BY THE HOUSE OF REPRESENTATIVES  
MAY 11, 1899

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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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11/11/2011



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STATE OF ILLINOIS

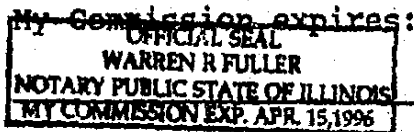
COUNTY OF COOK

)  
) SS  
)

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



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PROPERTY TO BE

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NOTARY PUBLIC STATE OF ILLINOIS  
WARRANT LETTER  
OFFICIAL SEAL

PROPERTY TO BE

PROPERTY TO BE

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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. Compernelle, 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.

*[Signature]*  
Notary Public

My Commission expires:  
1-19-94



CLERK OF COOK COUNTY CLERK'S OFFICE

93547952

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RECORDED IN BOOK 117

Page 1

2000 NOV 7 11:00

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 7th day of November, 2000.

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CLERK OF COOK COUNTY  
JAMES M. STANLEY  
100 NORTH LAKE STREET  
CHICAGO, ILLINOIS 60602

RECORDED IN BOOK 117

2000-11-07

2000 NOV 7 11:00

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EXHIBIT A

Property of Cook County Clerk's Office

Permanent Index Nos.: 08-36-200-014-0000  
08-36-201-018-0000

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

93547952

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2000-01-01

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
100 N. LAKE STREET, CHICAGO, IL 60601

PHONE: (773) 309-3000 FAX: (773) 309-3001

COOK COUNTY CLERK'S OFFICE  
100 N. LAKE STREET, CHICAGO, IL 60601

COOK COUNTY CLERK'S OFFICE  
100 N. LAKE STREET, CHICAGO, IL 60601  
PHONE: (773) 309-3000 FAX: (773) 309-3001

COOK COUNTY CLERK'S OFFICE

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## EXHIBIT A

### LEGAL DESCRIPTION

#### ALLIED - HIGGINS ROAD

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF NORTH EAST 1/4 OF SAID SECTION 36, THENCE EASTERLY ALONG THE NORTH LINE OF NORTH EAST 1/4 OF SAID SECTION 36 A DISTANCE OF 1335.1 FEET TO EAST LINE OF WEST 1/2 OF SAID NORTH EAST 1/4 THENCE SOUTHERLY ALONG THE EAST LINE OF WEST 1/2 OF NORTH EAST 1/4 OF SAID SECTION 36, A DISTANCE OF 242.5 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILROAD FOR A POINT OF BEGINNING THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 798.2 FEET THENCE WESTERLY AT RIGHT ANGLES TO LAST DESCRIBED COURSE A DISTANCE OF 298.9 FEET THENCE SOUTHERLY PARALLEL TO THE EAST LINE OF THE WEST 1/2 OF NORTH EAST 1/4 OF SAID SECTION A DISTANCE OF 313.7 FEET TO CENTER LINE OF HIGGINS ROAD THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF HIGGINS ROAD, A DISTANCE OF 30.1 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION, A DISTANCE OF 361.7 FEET; THENCE ON AN ANGLE TO THE RIGHT 28 DEGREES 14 MINUTES FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 516.25 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID RAILROAD, A DISTANCE OF 116.2 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DEDICATED FOR HIGHWAY PURPOSES, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 3B:

THE WEST 100 FEET, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF, OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF HIGGINS ROAD, LYING SOUTH OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, AND ALSO LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILWAY COMPANY, SAID POINT BEING 302.18 FEET SOUTHWESTERLY OF THE NORTH LINE OF SAID SECTION 36 AS MEASURED ALONG SAID RIGHT OF WAY LINE, TO A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 292.0 FEET NORTH OF THE CENTER LINE OF HIGGINS ROAD, AS MEASURED ALONG THE EAST LINE OF SAID SECTION 36, (EXCEPTING FROM SAID WEST 100 FEET THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE NORTH EAST 1/4, 340 FEET NORTH OF THE NORTH LINE OF HIGGINS ROAD AS MEASURED ON SAID WEST LINE; THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE, A DISTANCE OF 67 FEET; THENCE SOUTHERLY, PARALLEL WITH SAID WEST LINE, 387.83 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE WESTERLY ALONG THE CENTER LINE OF HIGGINS ROAD, 68.47 FEET TO SAID WEST LINE; THENCE NORTHERLY ALONG SAID WEST LINE, 379.72 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

#### PERMANENT INDEX NUMBERS:

08-36-200-014-0000

08-36-201-018-0000

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