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DOCUMENT #: CH0001 (31206-00021-B) 47470.4; DATE: 07/26/93; TIME: 9:15.

Loan No. 88-231  
Embassy Plaza

**SECOND AMENDMENT TO MORTGAGE,  
SECURITY AGREEMENT AND ASSIGNMENT  
OF LEASES AND RENTS AND SECOND AMENDMENT  
TO ASSIGNMENT OF LEASES AND RENTS**

*AB*

THIS SECOND AMENDMENT TO MORTGAGE SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS AND SECOND AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Second Amendment") is entered into as of the 1st day of June, 1993, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under a Trust Agreement dated December 15, 1988 and known as Trust No. 107177-00 ("Borrower"), and HELLER REAL ESTATE LOAN, INC., a Delaware corporation (hereinafter referred to as "Lender").

**RECITALS:**

A. Borrower is justly indebted to Lender in the principal sum of Twenty Million Three Hundred Thousand and no/100 Dollars (\$20,300,000.00) as evidenced by a certain Promissory Note dated December 22, 1988 in the principal amount of Sixteen Million Four Hundred Thousand and no/100 Dollars (\$16,400,000.00), payable to Heller Financial, Inc., a Delaware corporation ("HFI"), as assigned by HFI to Lender by that certain Assignment of Loan Documents dated May 8, 1991 by and between HFI and Lender and recorded in the Office of the Recorder of Deeds, Cook County, Illinois (the "Recorder's Office") on May 11, 1992 as Document Number 92320950 (the "Assignment of Loan Documents"); and as modified by the terms and conditions of that certain Modification Agreement dated August 15, 1991 by and between Borrower, 55 Equities Limited Partnership, an Illinois limited partnership ("Beneficiary") and HFI and recorded in the Recorder's Office on September 9, 1991 as Document Number 91464229 (the "First Modification") and further modified by the terms and conditions of that certain Mortgage Spreader Agreement dated March 18, 1993 by and between Borrower, Beneficiary and HFI and recorded in the Recorder's Office on March 24, 1993 as Document Number 93219113 (the "Spreader Agreement") (said promissory note, as modified by the First Modification and the

THIS INSTRUMENT PREPARED BY: *mail to*  
Barry A. Comin, Esq.  
Katten Muchin & Zavis, COUNTY, ILLINOIS  
525 West Monroe Street, CHICAGO FOR RECORD  
Suite 1600  
Chicago, Illinois 60606  
312-902-5200

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Spreader Agreement, is hereinafter referred to as the "Promissory Note").

B. The Promissory Note is secured, inter alia, by the following recorded documents:

(i) A Mortgage, Security Agreement and Assignment of Leases and Rents dated as of December 22, 1988, made by Borrower, as mortgagor, to HFI, as mortgagee, and recorded on December 22, 1988 in the Recorder's Office as Document Number 88596806, and assigned to Lender by the Assignment of Loan Documents, as modified by the First Modification and further modified by the Spreader Agreement (said mortgage, as modified by the First Modification and the Spreader Agreement, is hereinafter referred to as the "Mortgage"). The Mortgage encumbers certain property (the "Mortgaged Property") located in Cook County, Illinois, and legally described on Exhibit A attached hereto; and

(ii) An Assignment of Leases and Rents dated as of December 22, 1988, made by Borrower, as assignor, to HFI, as assignee, and recorded on December 22, 1988 in the Recorder's Office as Document Number 88596807, and assigned to Lender by the Assignment of Loan Documents, as modified by the First Modification and the Spreader Agreement (said assignment, as modified by the First Modification and the Spreader Agreement, is hereinafter referred to as the "Assignment of Rents").

C. Borrower has requested that Lender, inter alia, increase the maximum principal amount of the Loan from \$22,000,000.00 to \$23,341,615.02, which increased amount shall include a maximum amount of Accrued Interest of \$150,000.00 and shall include \$2,600,000.00 for the payment of certain tenant improvement costs and leasing commissions, and in connection therewith, Borrower has executed and delivered to Lender that certain Amended and Restated Promissory Note of even date herewith in the principal amount of \$13,200,000.00 (the "Amended and Restated Note") and that certain Promissory Note of even date herewith in the principal amount of \$10,141,615.02 (the "Additional Note").

D. Lender has agreed to accept the Amended and Restated Note and the Additional Note, subject to correcting the scrivener's error in naming HFI as the lender in both the First Modification and the Spreader Agreement notwithstanding the Assignment of Loan Documents by ratifying and reaffirming each and every covenant, condition, obligation and provision set forth in the First Modification and the Spreader Agreement, and subject to the Borrower and Beneficiary agreeing to the terms and conditions contained in that certain Second Modification Agreement of even date herewith by and between Borrower, Beneficiary and Lender (the "Second Modification").

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NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows.

1. The preambles to this Second Amendment are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

2. To the extent not otherwise defined herein to the contrary, all terms and/or phrases used in this Amendment shall have the respective meanings ascribed to them in the Mortgage, as modified by the Second Modification.

3. Borrower, Beneficiary and Lender do hereby ratify and reaffirm each and every covenant, condition, obligation and provision set forth in the First Modification and the Spreader Agreement, effective as of the respective dates that the First Modification and the Spreader Agreement were executed.

4. The Mortgage and the Assignment of Rents are hereby further amended to secure the obligations and liabilities evidenced by the Amended and Restated Note and the Additional Note. All references contained in the Mortgage or the Assignment of Rents to a note or a loan in the principal amount of \$22,000,000.00, either in english or arabic form, shall be deleted, and substituted in lieu thereof shall be corresponding references to a note or a loan in the principal amount of \$13,200,000.00 and a note or a loan in the principal amount of \$10,141,615.02.

5. All references to the "Note" contained in the Mortgage and the Assignment of Rents shall be deemed to refer to the Amended and Restated Note and the Additional Note.

6. All references to "Mortgage" and "Assignment of Rents" contained in the other "Loan Documents" (as defined in the Mortgage) shall be deemed to refer to the Mortgage or the Assignment of Rents, as hereby amended.

7. All references in the Mortgage and the Assignment of Rents as to the address where notices should be given to Lender and Borrower shall be revised to read as follows:

To Lender:	Heller Real Estate Loan, Inc. 500 West Monroe Street Suite 1500 - Real Estate Division Chicago, Illinois 60661 Attention: Manager, Loan Administration
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with a copy to: Heller Real Estate Loan, Inc.  
500 West Monroe Street  
Suite 1500 - Real Estate Division  
Chicago, Illinois 60661  
Attention: Chief Legal Counsel

To Borrower: American National Bank and Trust Company  
of Chicago  
33 North LaSalle Street  
Chicago, Illinois 60690  
Attention: Land Trust Department

with a copy to: Gould & Ratner  
222 North LaSalle Street  
Suite 800  
Chicago, Illinois 60601  
Attention: Stephen P. Sandler, Esq.

or at such other address as either party may designate in a written notice to the other in the manner specified in the Loan Documents.

8. Borrower hereby remakes, affirms and ratifies all of the representations and warranties contained in the Mortgage and Assignment of Rents, as hereby amended.

9. Borrower hereby ratifies and confirms its obligations and liabilities under the Mortgage and the Assignment of Rents, as hereby amended, and the liens and security interests created thereby, and acknowledges that it has no defenses, claims or set-offs against the enforcement by Lender of the obligations and liabilities of Borrower under the Mortgage and the Assignment of Rents, as hereby amended.

10. This Second Amendment shall be binding on Borrower and its respective successors and assigns and shall inure to the benefit of Lender and its successor and assigns.

11. Except as expressly provided herein, the Mortgage and the Assignment of Rents shall remain in full force and effect in accordance with their respective terms.

12. This Second Amendment may be signed in counterparts, each of which shall be deemed an original and all of which shall be deemed one agreement.

13. This Second Amendment shall be governed and construed under the laws of the State of Illinois.

14. This Second Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but solely as

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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 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 Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Trustee is personally concerned, the legal holder or holders of the Amended and Restated Note and the Additional Note and the owner or owners or any indebtedness accruing thereunder shall look solely to the premises encumbered by the Mortgage and to any other security given for the indebtedness evidenced by the Amended and Restated Note and the Additional Note.

IN WITNESS WHEREOF, this Second Amendment has been entered into as of the date first above written.

**BORROWER:**

AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, not personally but solely as  
Trustee as aforesaid

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER:**

HELLER REAL ESTATE LOAN, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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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 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 Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Trustee is personally concerned, the legal holder or holders of the Amended and Restated Note and the Additional Note and the owner or owners or any indebtedness accruing thereunder shall look solely to the premises encumbered by the Mortgage and to any other security given for the indebtedness evidenced by the Amended and Restated Note and the Additional Note.

IN WITNESS WHEREOF, this Second Amendment has been entered into as of the date first above written.

**BORROWER:**


AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, not personally but solely as  
Trustee as aforesaid

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER:**

HELLER REAL ESTATE LOAN, INC  
a Delaware corporation

By:  \_\_\_\_\_  
Name: John P. Petrovski  
Title: Vice President

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01/20/2010

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STATE OF ILLINOIS     )  
                                  )    SS:  
COUNTY OF COOK        )

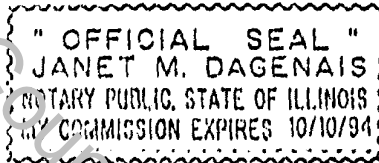
I, Janet M. Dagenais, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John C. Petrovski, personally known to me to be the VICE President of HELLER REAL ESTATE LOAN, INC., a corporation of the State of Delaware, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such VICE President, he signed and delivered the said instrument of writing as VICE President 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 Notarial Seal this 30th day of July, 1993.

Janet M. Dagenais  
Notary Public

My Commission Expires:

10-10-94



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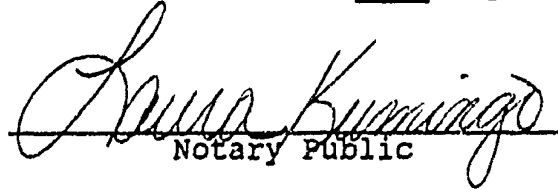
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STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF COOK )

I, LAURA KUMINGO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory S. Kasprzyk and Anita M. Lutkus, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as ~~the~~ Assistant Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, appeared before me this 30<sup>th</sup> day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank, as Trustees, for the uses and purposes therein set forth.

JUL 30 1993

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of July, 1993.

  
Notary Public

My Commission Expires:

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EXHIBIT A

Legal Description

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LEGAL DESCRIPTION

**PARCEL 1:**

LOT 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 6, 1982 AS DOCUMENT NO. 26374113, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS, RECORDED MARCH 28, 1980 AS DOCUMENT NO. 25406331, FOR INGRESS AND EGRESS AND UTILITIES UPON, OVER, ALONG, AND ACROSS "DUMMER DRIVE" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NO. 25406331.

**PARCEL 3:**

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PARAGRAPH 1 OF THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR THE PURPOSE OF INGRESS AND EGRESS UPON, OVER, ALONG AND ACROSS THE AREAS DESIGNATED AS "ACCESS AND CIRCULATION ROADS AND SIDEWALKS" ON EXHIBIT B OF DOCUMENT NO. 26442124 AND CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442125.

**PARCEL 4:**

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT NO. 25406331 FOR DRAINAGE OVER AND UPON THE "STOP WATER DETENTION AREAS" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NO. 25406331.

**PARCEL 5:**

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 5, 4, 5 AND 6 AS SET FORTH ON THE PLAT OF SUBDIVISION OF WALDEN INTERNATIONAL, RECORDED JANUARY 30, 1980 AS DOCUMENT NO. 25342431, WITHIN THE AREAS MARKED "UTILITY EASEMENTS" AND UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 3 AS SET FORTH ON THE PLAT OF RESUBDIVISION OF LOTS 1 AND 2 OF WALDEN INTERNATIONAL, RECORDED OCTOBER 6, 1982 AS DOCUMENT NO. 26374113, WITHIN THE AREAS MARKED "UTILITY EASEMENTS HEREBY DEDICATED" AND "EXISTING UTILITY EASEMENTS", FOR THE PURPOSES OF SEWER, GAS AND WATER SERVICES.

**PARCEL 6:**

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 3 OF THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, AS SET FORTH IN THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR CONSTRUCTING, UTILIZING, REPAIRING, MAINTAINING AND RECONSTRUCTING "UTILITY LINES" AS DEPICTED IN EXHIBIT C OF SAID DECLARATION RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442124 AND AS CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442125, ALL IN COOK COUNTY, ILLINOIS.

**Property Index Numbers:**

07-01-101-008  
07-12-101-023

**Common Address:**

1933 North Meacham Road  
Schaumburg, Illinois

A-1

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2025-03-11

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PARCEL 1:

LOT 3 IN RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS, RECORDED MARCH 28, 1980 AS DOCUMENT NUMBER 25406331, FOR INGRESS AND EGRESS AND UTILITIES UPON, OVER, ALONG AND ACROSS "DRUMMER DRIVE" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NUMBER 25406331;

PARCEL 3:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PARAGRAPH 1 OF THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR THE PURPOSE OF INGRESS AND EGRESS UPON, OVER, ALONG AND ACROSS THE AREAS DESIGNATED AS "ACCESS AND CIRCULATION ROADS AND SIDEWALKS" ON EXHIBIT 3 OF DOCUMENT NUMBER 26442124 AND CREATED BY DEED RECORDED MARCH 3, 1982 AS DOCUMENT 26524367;

PARCEL 4:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT NUMBER 25406331 DEPICTED ON EXHIBIT 3 OF DOCUMENT NUMBER 25406331;

PARCEL 5:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 3, 4, 5 AND 6 AS SET FORTH ON THE PLAT OF SUBDIVISION OF WALDEN INTERNATIONAL, RECORDED JANUARY 30, 1980 AS DOCUMENT NUMBER 25342431, WITHIN THE AREAS MARKED "UTILITY EASEMENTS" AND UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 2 AS SET FORTH ON THE PLAT OF RESUBDIVISION OF LOTS 1 AND 2 OF WALDEN INTERNATIONAL, RECORDED OCTOBER 6, 1982 AS DOCUMENT NUMBER 26374113, WITHIN THE AREAS MARKED "UTILITY EASEMENTS HEREBY DEDICATED" AND "EXISTING UTILITY EASEMENTS", FOR THE PURPOSES OF SEWER, GAS AND WATER SERVICES;

PARCEL 6:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF

(CONTINUED ON NEXT PAGE)

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(CONTINUED FROM PREVIOUS PAGE)

## EXHIBIT B

### Legal Description of Adjacent Parcel

PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 2 OF THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, AS SET FORTH IN THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL FOR CONSTRUCTING, UTILIZING, REPAIRING, MAINTAINING AND RECONSTRUCTING "UTILITY LINES" AS DEPICTED IN EXHIBIT C OF SAID DECLARATION RECORDED DECEMBER 17, 1982 AS DOCUMENT NUMBER 26442624 AND AS CREATED BY DEED RECORDED MARCH 3, 1982 AS DOCUMENT 26524367; (EXCEPTING PARCELS 2 TO 6 AFORESAID FALLING IN PARCEL 1 AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

#### Property Index Numbers:

07-12-101-024

07-01-101-009

#### Common Address:

Located at the Northeast corner of:

Meacham Road and Drummer Road  
Schaumburg, Illinois

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93219113

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2011/01/01