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FIRST SUPPLEMENT
 TO
 MORTGAGE, ASSIGNMENT OF RENTS AND
 LEASES AND SECURITY AGREEMENT

DEPT-01 RECORDING \$35.00
 T40011 TRAN 7295 09/28/93 11:04:00
 #0572 # *-93-776747
 COOK COUNTY RECORDER

THIS FIRST SUPPLEMENT dated as of September 1, 1993 (this "First Supplement") by and between WESTERN SUBURBAN INDUSTRIAL INVESTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership, and WAIKIKI BEACHCOMBER INVESTMENT COMPANY, a Hawaii general partnership (collectively, "Mortgagor"), and FORD MOTOR CREDIT COMPANY, a Delaware corporation (the "Mortgagee"), to that certain MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT dated February 22, 1990 (the "Original Mortgage"), from Mortgagor to Mortgagee.

RECITALS:

A. Mortgagor has executed and delivered to Mortgagee that certain Promissory Note dated February 22, 1990 in the original principal amount of \$1,509,000;

B. To secure such Promissory Note, Mortgagor executed and delivered the Original Mortgage, constituting a first mortgage lien on certain real property located at 2120-24 Roberts, Broadview, Illinois and more particularly described in Exhibit A attached hereto and made a part hereof, which Original Mortgage was recorded in the office of the Cook County Recorder on February 22, 1990 as Document No. 90 086093;

C. Mortgagor and Mortgagee have entered into that certain Settlement and Loan Modification Agreement dated as of September 1, 1993 (the "Settlement Agreement"), and Mortgagor and Mortgagee desire to evidence certain modifications to the Original Mortgage to comply with the provisions of the Settlement Agreement.

NOW, THEREFORE, the parties hereto do mutually understand and agree as follows:

1. Section 1.1(c) of the Original Mortgage, the definition of "Borrower Notes", is hereby amended so as to insert the phrase "together with all renewals, extensions and modifications thereof" after the phrase: "The following promissory notes, dated of even date with this Mortgage, made by Mortgagor to the order of Mortgagee...".

2. Section 1.1(ee) of the Original Mortgage, the definition of "Obligations", is hereby Amended to add at the end thereof the phrase: ", and (iii) that certain Promissory Note, dated September 1, 1993 in the principal amount of \$235,000, by Jay H. Shidler, James Reynolds and Tomasz Shidler Investment Corporation, an

Property: 2120-24 Roberts
 Broadview, IL

175602.01.01
 1061803/JLT
 9/9/93

10f3
 3500

Please return to: Mike Weisman
 Tior Title Insurance
 203 N. LaSalle, Suite 1400
 Chicago, IL 60601
 Re: 204-21967-14

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Illinois corporation, payable to Mortgagee, and that certain Second Mortgage, Assignment of Rents and Leases and Security Agreement dated September 1, 1993, from Chicago Suburban Industrial Properties Investment Company, an Illinois limited partnership, to Mortgagee, constituting a second mortgage lien on two properties in Cook County, Illinois."

3. Section 4.4 of the Original Mortgage is hereby amended to add at the end thereof the following sentence: "All insurance policies required to be maintained by Mortgagor under this Mortgage shall be issued by companies acceptable to Mortgagee, but in no event shall the company(ies) have ratings in the current Best's Insurance Rating Manual of less than "A-/X1"."

4. Section 4.6 of the Original Mortgage is hereby amended to read in its entirety as follows:

"4.6 *Lease Agreements.* Mortgagor agrees not:

- (a) to enter into any new Leases except as permitted herein;
- (b) not to terminate any of the Leases unless (i) such termination is in connection with the exercise of remedies available to Mortgagor on default by tenants thereunder and (ii) Mortgagor shall give notice to Mortgagee of any such termination at the same time as notice thereof is given to the tenant thereunder;
- (c) to amend or modify any of the Leases in any material respect (it being understood that any reduction in the monetary obligations of a tenant shall be deemed to be a material amendment);
- (d) to grant any concessions in connection with any of the Leases; or
- (e) to accept a surrender of any Lease;

without the prior written consent of Mortgagee. All Leases, including any new Leases hereafter entered into, shall be subordinated (subject to the non-disturbance and attornment provisions) to the lien of this Mortgage and any renewals, extensions, or modifications thereof, together with all of Mortgagee's rights and remedies arising under this Mortgage. *Provided, however,* that Mortgagee shall not withhold its consent *provided* that in Mortgagee's judgment the lease terms approximate market terms and the prospective tenant has adequate business experience, credit and financial capacity. Each Lease submitted to Mortgagee for approval shall be deemed approved unless within ten (10) Business Days after receipt thereof, Mortgagee, in writing, shall have either disapproved such Lease or requested additional information with respect thereto.

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5. Section 4.21(c) is hereby deleted in its entirety.

6. A new Section 5.15 is hereby added to the Mortgage as follows:

"Section 5.15 *Default under Settlement and Loan Modification Agreement and Related Instruments.* (a) If the Mortgagor shall default in the performance or observation of any of the terms, conditions, requirements or covenants of that certain Settlement and Loan Modification Agreement dated as of September 1, 1993 between the Mortgagor and the Mortgagee, (b) if the obligors shall default in the performance or observance of any of the terms, conditions, requirements or covenants of that certain Promissory Note dated September 1, 1993, in the principal amount of \$235,000, by Jay H. Shidler, James Reynolds and Tomasz Shidler Investment Corporation, an Illinois corporation, payable to Mortgagee, and (c) if Chicago Suburban Industrial Properties Investment Company, an Illinois corporation, shall default in the performance or observance of any of the terms, conditions, requirements or covenants of that certain Second Mortgage, Assignment of Rents and Leases and Security Agreement dated September 1, 1993, from Chicago Suburban Industrial Properties Investment Company, an Illinois limited partnership, to Mortgagee, constituting a second mortgage lien on two properties in Cook County, Illinois.)

7. Section 8.13 of the Original Mortgage is hereby amended by deleting from the first sentence thereof the clause: "Upon an Event of Default hereunder, including, but not limited to Mortgagor's failure to pay any Imposition before any penalty may be added thereto or Mortgagor's failure to pay any insurance premium when due, Mortgagee shall have the option to require Mortgagor to pay" and by substituting in lieu thereof the phrase: "Mortgagor shall pay".

8. Except as modified hereby, the Mortgage shall remain in full force and effect.

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IN WITNESS THEREOF, this instrument has been executed by the parties hereto in the manner and form sufficient to bind them as of the day and year first above written.

"MORTGAGEE":

FORD MOTOR CREDIT COMPANY

By 
Name: Thomas R. J. Bracken
Its: Agent As Agent for
Ford Motor Credit Company

"MORTGAGOR":

"WESTERN SUBURBAN":

WESTERN SUBURBAN INDUSTRIAL
DEVELOPMENT INVESTMENTS LIMITED
PARTNERSHIP, an Illinois limited
partnership

By TOMASZ/SHIDLER INVESTMENT
CORPORATION, an Illinois corporation
and its sole general partner

By _____
Name: _____
Its: _____

"WAIKIKI":

WAIKIKI BEACHCOMBER INVESTMENT
COMPANY, a Hawaii general partnership

By _____
Name: _____
Its: _____

Property of Cook County Clerk's Office

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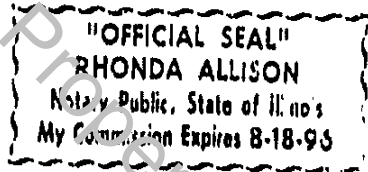
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 13th day of September, 1993 by Michael Tomasz, the president of an Illinois limited partnership, on behalf of the corporation and the limited partnership.

GIVEN under my hand and seal, this 13th day of September, 1993.



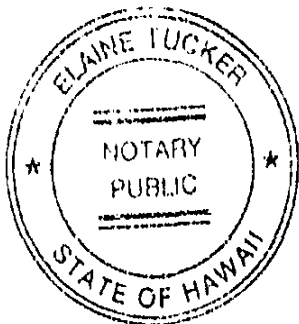
Rhonda Allison
Notary Public

My Commission expires: 8-18-96

STATE OF ILLINOIS ^{ET} HAWAII)
) SS
^{ET} CITY AND COUNTY OF COOK ^{ET} HONOLULU)

The foregoing instrument was acknowledged before me this 15th day of September, 1993, by JAMES C. REYNOLDS, GENERAL PARTNER on behalf of WAIKIKI BEACHCOMBER INVESTMENT COMPANY, a Hawaii general partnership.

GIVEN under my hand and seal, this 15th day of September, 1993.



Elaine Tucker
Notary Public

My Commission expires: 11/29/96

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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in the manner and form sufficient to bind them as of the day and year first above written.

"MORTGAGEE":

FORD MOTOR CREDIT COMPANY

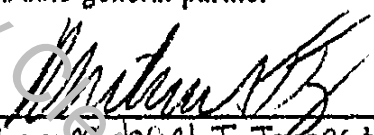
By _____
Name: _____
Its: Agent

"MORTGAGOR":

"WESTERN SUBURBAN":


WESTERN SUBURBAN INDUSTRIAL
DEVELOPMENT INVESTMENTS LIMITED
PARTNERSHIP, an Illinois limited
partnership

By TOMASZ/SHIDLER INVESTMENT
CORPORATION, an Illinois corporation
and its sole general partner

By 
Name: Michael T. Tomasz
Its: President

"WAIKIKI":

WAIKIKI BEACHCOMBER INVESTMENT
COMPANY, a Hawaii general partnership

By 
Name: JAMES C. REYNOLDS
Its: GENERAL PARTNER

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EXHIBIT A - LEGAL DESCRIPTION

All that part of Lot 2 lying South of a line described as follows:

Beginning at the Northwest corner of Lot 1 in said subdivision; thence West along the South line of Roberts Drive, 269 feet; thence Northwesterly along a curved line convex to the Southwest and having a radius of 55 feet, 41.60 feet to a point which is on a line 15 feet North of and parallel to the South line of said Roberts Drive; thence West along aforesaid parallel line to a point in the Westerly line of Lot 2, in B.P.M. subdivision, being a subdivision of part of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 23 Township 39 North, Range 12 East of the Third Principal Meridian lying Northerly and Easterly of Addison Creek, all in Cook County, Illinois.

Permanent Tax Number 15-22-300-024

Volume: 171

Address of Property: 2120-24 Roberts Dr.
Broadview, IL

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Cook County Clerk's Office