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THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING, MAIL TO:

Jack Edelbrock, Esq.
Mayer, Brown and Platt
190 S. LaSalle
Chicago, Illinois 60603



DEPT-01 RECORDINGS

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#4589 # 93-94101E

COOK COUNTY RECORDER

Space reserved for Recorder's
use

FIFTH AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, MORTGAGE NOTE, MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS

This FIFTH AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, MORTGAGE NOTE, MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS (this "Amendment") is made as of September 7, 1993, by and between Citiscape Superior Limited Partnership, an Illinois limited partnership ("Partnership"); American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated August 1, 1989 and known as Trust No. 109168-07 ("Trustee") (Partnership and Trustee are collectively referred to as "Borrower"); Continental Bank N.A., a national banking association located at 211 South LaSalle Street, Chicago, Illinois 60697 (herein, together with its successors and assigns, the "Mortgagee"); Daniel B. Shure, Robert W. Berliner, Jr., and James Mattingly, not personally but as Co-Trustees under the Trust Agreement establishing Myron B. Shure Irrevocable Trust B dated December 27, 1989 (the "Co-Trustees"); and Neil D. Freeman, Robert W. Berliner, Jr., and Myron B. Shure (herein, together with their successors and assigns, each is referred to as a "Guarantor" and are collectively referred to as the "Guarantors").

RECITALS

A. Real Estate. Borrower is the owner of the real estate described on Exhibit A attached hereto.

B. Construction Loan Agreement. The Borrower and the Mortgagee have previously entered into a certain Construction Loan Agreement, dated as of May 23, 1990 (said Construction Loan Agreement, as amended by the Amendments [defined hereinafter] together with all modifications, extensions, supplements, amendments and renewals is referred to herein as the "Loan Agreement").

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C. Note. Pursuant to the Loan Agreement, Borrower has heretofore executed a certain Mortgage Note, dated as of May 23, 1990 (herein, such note, as amended by the Amendments, together with any and all amendments, modifications or supplements to such note, extensions of such note, and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness secured hereby, shall be called the "Note") in the amount, as amended, of Two Million Five Hundred Twenty Seven Thousand and 00/100 Dollars (\$2,527,000.00), payable to the order of the Mortgagee at its office aforesaid or at such other place as may be designated in writing by the legal holder thereof, and in and by which the Borrower promises to pay the principal sum, with interest thereon at the rate set forth therein, in such amounts and on such dates as are set forth in the Note, subject to acceleration as provided for therein.

D. Other Loan Documents. Pursuant to the Loan Agreement and to secure (among other things) the obligations of the Borrower under the Note, Trustee has heretofore executed and delivered (and Partnership has joined thereto) to Mortgagee a certain Mortgage and Security Agreement dated as of May 23, 1990, and recorded June 21, 1990, with the Cook County Recorder of Deeds as Document No. 90-295685 (as amended by the Amendments, the "Mortgage"). Trustee and Partnership have heretofore executed a certain Collateral Assignment of Leases and Rents dated as of May 23, 1990 and recorded June 21, 1990 with the Cook County Recorder of Deeds as Document No. 90-295686 (as amended by the Amendments, the "Collateral Assignment of Leases and Rents"). Partnership has heretofore executed, Mortgagee has accepted and Trustee has acknowledged receipt of a certain Collateral Assignment of Beneficial Interest and Security Agreement (as amended by the Amendments, the "ABI"). Guarantors have heretofore executed and delivered to Mortgagee a certain Guaranty of Payment (as amended and ratified by the Amendments, the "Guaranty"). The Co-Trustees have also executed and delivered to Mortgagee a Guaranty of Payment (the "Trustee Guaranty"). The Note, The Mortgage, the Collateral Assignment of Leases and Rents, the ABI, the Guaranty, the Trustee Guaranty and any other document previously, now, or hereafter given to evidence, secure, guaranty or govern the loan to Borrower all as previously amended by the Amendments, including any and all further extensions, renewals, amendments, modifications, and supplements thereof are herein collectively referred to as the "Loan Documents".

E. The First Amendment. Borrower, Guarantors, and Mortgagee have previously entered into a certain First Amendment to Construction Loan Agreement, Mortgage Note, Mortgage and Security Agreement and Other Loan documents, dated as of December 11, 1991 (the "First Amendment").

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F. The Second Amendment. Borrower, Guarantors and Mortgagee have previously entered into a certain Second Amendment to Construction Loan Agreement, Mortgage Note, Mortgage and Security Agreement and Other Loan documents, dated as of December 11, 1992 (the "Second Amendment").

G. The Third Amendment. Borrower, Guarantors and Mortgagee have previously entered into a certain Third Amendment to Construction Loan Agreement, Mortgage Note, Mortgage and Security Agreement and Other Loan documents, dated as of April 10, 1993 (the "Third Amendment").

H. The Fourth Amendment. Borrower, Guarantors, Co-Trustees and Mortgagee have previously entered into a certain Fourth Amendment to Construction Loan Agreement, Mortgage Note, Mortgage and Security Agreement and Other Loan documents, dated as of July 9, 1993 (the "Fourth Amendment"). The First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment are referred to herein as the "Amendments".

I. Amended Terms. The Borrower, Guarantors, Co-Trustees and Mortgagee are entering into, executing, delivering and recording this Amendment to extend the Due Date of Borrower's debt to December 6, 1993.

J. Defined Terms. All terms capitalized in this Amendment that are not specifically defined herein, but that are defined in the Loan Agreement, shall have the same meaning for purposes of this Amendment as given in the Loan Agreement.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Guarantors, and the Mortgagee agree as follows:

1. Amendment of the Loan Agreement. All references in the Loan Agreement (and its Schedule) to (i) "September 7, 1993", (ii) the "Due Date" of the Note or the Loan, or (iii) the maturity date of the Note or the Loan shall be amended to mean December 6, 1993.

2. Amendment of the Note. All references in the Note to (i) the maturity date of the Note or the Loan, (ii) to September 7, 1993, or (iii) to the "Maturity Date" are hereby amended to mean December 6, 1993.

3. Amendment of the Mortgage. All references in the Mortgage (i) to the maturity date of the Note or the Loan, (ii) to September 7, 1993, or (iii) to the "Maturity Date" of the Note shall mean December 6, 1993.

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4. Amendment of all Other Loan Documents. All other Loan Documents including the Collateral Assignment of Leases and Rents and the ABI are hereby amended so that all references in such documents (i) to the maturity date of the Note or the Loan, (ii) to "September 7, 1993", or (iii) to the "Maturity Date" shall mean December 6, 1993.

5. Amendment Pertaining to all Loan Documents. Except as and to the extent amended by this Amendment, the Loan Documents and all terms, conditions and provisions thereof shall be in all respects unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect. Without limitation of the foregoing, the Partnership specifically reaffirms, ratifies and confirms Section 4.16 of the Mortgage and Section 3.2 of the Note.

From and after the date hereof, all references in any Loan Document to "hereunder", "hereof", or words of like import and all references in such document to any other Loan Document, shall mean the Loan Document or Loan Documents as amended and modified hereby.

6. No Novation. The Trustee and Partnership expressly agree and understand that this Amendment shall not be construed as a novation of the Mortgage or of any of the other Loan Documents.

7. Confirmation of Mortgage. The Trustee and Partnership confirm for the benefit of the Mortgagee that the Mortgage, as amended hereby, secures the payment of principal of and interest on the Note and any and all other of Partnership's obligations to the Mortgagee under any and all liabilities, direct or contingent, that may now or hereafter become owing to the Mortgagee under the Loan Agreement, the Mortgage and the Loan Documents (as that term is defined in the Mortgage).

8. Partnership Representations and Warranties. To induce the Mortgagee to enter into this Amendment, the Partnership and the Trustee represent and the Partnership warrants to the Mortgagee that:

A. Authorization; No Conflict. The execution and delivery of this Amendment, the borrowing under the Loan Agreement as evidenced by the Note and as secured by the Mortgage and the ABI (all as amended hereby), and the performance by the Partnership of its obligations under this Amendment are within the Partnership's partnership powers, have been duly authorized by all necessary partnership action, have received all necessary governmental approval (if any shall be required) and do not and will not contravene or conflict with any provision of law, the

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partnership agreement of the Partnership, or of any other agreement of the Partnership, or of any other agreement binding upon the Partnership or its partners.

B. Validity and Binding Nature. This Amendment is the legal, valid and binding obligation of the Partnership enforceable against the Partnership in accordance with its term. The following previously submitted documents continue to be valid and complete: (i) Certified copy of American National Bank and Trust Company of Chicago Trust Agreement dated August 1, 1989 and known as Trust No. 109168-07 showing Partnership as the owner of one hundred percent (100%) of the beneficial interest of the trust, and (ii) Partnership's partnership agreement, with amendments to partnership agreement delivered to Mortgagee.

9. Trustee's Warranty. The Trustee personally represents and warrants to Mortgagee that it has full power and authority to execute and deliver this Amendment.

10. Guarantors' Representations and Warranties. To induce the Mortgagee to enter into this Amendment, the Guarantors warrant to the Mortgagee that:

A. Authorization; No Conflict. The execution and delivery of this Amendment, the Guaranty of the Partnership's borrowing under the Loan Agreements evidenced by the Note (all as amended hereby) and the performance by the Guarantors of their obligations under the Guaranty are within the Guarantor's powers, have received all necessary governmental approval (if any shall be required) and do not and will not contravene or conflict with any provision of law or of any other agreement binding upon the Guarantors.

B. Validity and Binding Nature. This Amendment is the legal, valid and binding obligation of the Guarantors enforceable against the Guarantors in accordance with its terms.

11. Co-Trustees' Representations and Warranties. To induce the Mortgagee to enter into this Amendment, the Co-Trustees warrant to the Mortgagee that:

A. Authorization; No Conflict. The execution and delivery of this Amendment, the Guaranty of the Partnership's borrowing under the Loan Agreements evidenced by the Note (all as amended hereby) and the performance by the Co-Trustees of their obligations under the Trustee Guaranty are within the Co-Trustees' respective powers, have received all necessary governmental approval (if any shall be required) and do not and will not contravene or conflict

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with any provision of law or of any other agreement binding upon the Co-Trustees.

B. Validity and Binding Nature. This Amendment is the legal, valid and binding obligation of the Co-Trustees enforceable against the Co-Trustees in accordance with its terms.

12. Governing Law. This Amendment shall be construed in accordance with and shall be governed by the internal laws of the State of Illinois.

13. BORROWER'S WAIVER OF JURY TRIAL. THE PARTNERSHIP AND TRUSTEE HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE LOAN AGREEMENT AS AMENDED HEREBY, THE MORTGAGE AS AMENDED HEREBY, THE NOTE AS AMENDED HEREBY, THE ABI AS AMENDED HEREBY, OR ANY OF THE OTHER LOAN DOCUMENTS AS AMENDED HEREBY OR THE LOAN. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTNERSHIP AND TRUSTEE. PARTNERSHIP AND TRUSTEE ACKNOWLEDGE THAT NEITHER THE MORTGAGEE NOR ANY PERSON OR ENTITY ACTING ON BEHALF OF THE MORTGAGEE HAS MADE ANY REPRESENTATION OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE PARTNERSHIP AND TRUSTEE FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AMENDMENT AND IN MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THE PARTNERSHIP AND TRUSTEE FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

14. GUARANTORS' AND CO-TRUSTEES' WAIVER OF JURY TRIAL. EACH GUARANTOR AND EACH CO-TRUSTEE WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THE GUARANTY AS AMENDED HEREBY, THE SUBJECT MATTER OF THE TRUSTEE GUARANTY AS AMENDED HEREBY, THE SUBJECT MATTER OF THE MORTGAGE AS AMENDED HEREBY, THE ABI AS AMENDED HEREBY, THE LOAN DOCUMENTS OR THE LOAN. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH GUARANTOR AND EACH CO-TRUSTEE, AND EACH GUARANTOR AND EACH CO-TRUSTEE AND EACH GUARANTOR AND EACH CO-TRUSTEE ACKNOWLEDGES THAT NEITHER THE MORTGAGEE NOR ANY PERSON OR ENTITY ACTING ON BEHALF OF THE MORTGAGEE HAS MADE ANY PRESENTATION OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. EACH GUARANTOR AND EACH CO-TRUSTEE ACKNOWLEDGES THAT HE HAS BEEN REPRESENTED) IN THE SIGNING OF THE GUARANTY AND IN MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF HIS OWN FREE WILL, AND THAT HE HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. EACH GUARANTOR

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AND EACH CO-TRUSTEE FURTHER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

15. Counterparts. This Amendment may be executed in any number of the counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

16. Trustee Exculpation. This Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Amendment or its making, issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof; except that Trustee in its personal and individual capacity warrants that it as trustee possesses full power and authority to execute this instrument. Nothing herein shall modify or discharge the personal liability assumed by the guarantors hereof. Each original and successive holder of the loan documents secured by and modified by this Amendment accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Property, or the proceeds arising from such Property's sale or other disposition.

17. Co-Trustee Exculpation. This Amendment is executed by the Co-Trustees, not personally, but solely as Trustees in the exercise of the power and authority conferred upon and vested in them as Co-Trustees of the Myron B. Shure Irrevocable Trust B. No personal liability shall be asserted or be enforceable against the Co-Trustees because or in respect of this Amendment or its making, issue or transfer. All such personal liability, if any, is expressly waived by each taker and holder hereof; except that each Co-Trustee in his personal and individual capacity warrants that he as trustee possesses full power and authority to execute this instrument. The liability of the Co-Trustees under the Trustee Guaranty or under this Amendment is limited to the assets of the Myron B. Shure Irrevocable Trust B. Nothing herein shall modify or discharge the personal liability assumed by the Guarantors hereof.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment in Chicago, Illinois on the day and year first above written.

TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally but solely as trustee

By: [Signature]
Name: P. JOHANSEN
Title: Branch Vice President

Attest: [Signature]
Name: J. Michael Whelan
Title: ASSISTANT SECRETARY

PARTNERSHIP:

Citiscapc Superior Limited Partnership, an Illinois limited partnership

By: [Signature]
Name: Neil D. Freeman
Title: General Partner

By: [Signature]
Name: Robert W. Berliner, Jr.
Title: General Partner

By: [Signature]
Name: Myron B. Shure
Title: General Partner

MORTGAGEE:

CONTINENTAL BANK N.A., a national banking association

By: [Signature]
Name: Richard A. Bente
Title: Senior Vice President

Attest: [Signature]
Name: KEVIN P. HARNEDY
Title: BANK OFFICER

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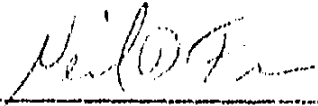
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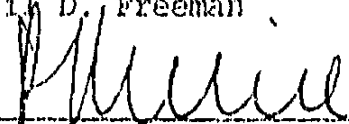
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ACKNOWLEDGEMENT OF GUARANTORS

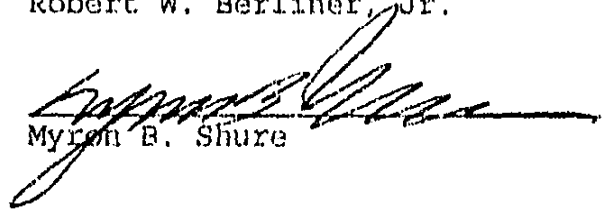
Neil D. Freeman, Robert W. Berliner, Jr., and Myron B. Shure, each General Partners of the Partnership, in their capacities as guarantors under the Guaranty as the same may have been modified or amended, hereby (i) acknowledge receipt of a copy of, and consent to, the foregoing Amendment, and (ii) reaffirm jointly and severally, their obligations under the Guaranty as modified or amended.



Neil D. Freeman



Robert W. Berliner, Jr.



Myron B. Shure

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ACKNOWLEDGEMENT OF CO-TRUSTEES

Daniel B. Shure, Robert W. Berliner, Jr., and James Mattingly, in their capacities as Co-Trustees of the each General Partners of the Partnership, in their capacities as Co-Trustees under the Trust Agreement establishing the Myron B. Shure Irrevocable Trust B dated December 27, 1989 and as makers of the Guaranty of Payment described above as the "Trustee Guaranty" as the same may have been modified or amended, hereby (i) acknowledge receipt of a copy of, and consent to, the foregoing Amendment, and (ii) reaffirm jointly and severally, their obligations under the Trustee Guaranty as modified or amended.

Daniel B. Shure

Daniel B. Shure

Robert W. Berliner, Jr.

Robert W. Berliner, Jr.

James Mattingly

James Mattingly

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CERTIFICATION BY TRUSTEE

The undersigned Trustee represents that, as disclosed by its records as of the date hereof, the Partnership identified in the foregoing Amendment is the sole owner of 100% of the beneficial interest in the aforementioned Trust, subject to no liens, charges, encumbrances, collateral assignments, security interests or exceptions of any kind whatsoever other than the ABI (as defined in the foregoing Amendment) and the encumbrances referred to in the ABI, and that the Trust Agreement for said Trust has not been amended since December 11, 1991.

TRUSTEE:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as
trustee aforesaid

ATTEST:

Its: _____


ASSISTANT SECRETARY

By: _____

Its: _____


Second Vice President

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)
LAURA KUMINGO

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____
Peter H. Johansen and J. MICHAEL WHELAN
personally known to me to be the same persons whose names are respectively subscribed, as Assistant Secretary and Second Vice President of American National Bank and Trust Company of Chicago, a national banking association, not personally but solely as trustee under Trust Agreement dated August 1, 1989, and known as Trust No. 109168-07, to the foregoing instrument, appeared before me this day in person and severally acknowledged to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said association and delivered said instrument as the free and voluntary act of said association as Trustee aforesaid, and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this NOV 16 1993 day of October, 1993.

Laura Kumingo
Notary Public

My Commission expires:



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STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

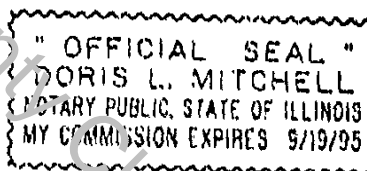
I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Neil D. Freeman, Robert W. Berliner, Jr., and Myron B. Shure personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of October, 1993.

Doris L. Mitchell
Notary Public

My Commission expires:

SEPTEMBER 19, 1995



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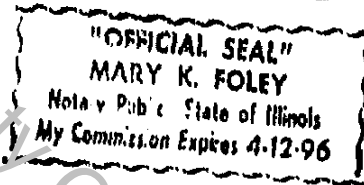
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STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, Mary K. Foley, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Richard A. Beutel and Kevin P. Harnedy, personally known to me to be the Senior Vice President and Banking Officer of CONTINENTAL BANK N.A., a national banking association, and personally to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Vice President and Banking Officer of said association, pursuant to authority given by the Board of Directors of said association as their 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 8th day of November ~~XXXXXX~~, 1993.

Mary K. Foley
Notary Public



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EXHIBIT A

Legal Description

Lots 21 and 22 in Block 18 in Newberry's addition to Chicago being the East 1/2 of the West 1/2 of the North East 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 230 West Superior Street, Chicago, Illinois

PIN: 17-03-202-005

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