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AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

This Amendment to Mortgage, Security Agreement and Financing Statement ("Amendment") is made and entered into as of the 11th day of November, 1993, by and among Cole Taylor Bank (the "Land Trustee"), not personally but solely as Trustee under the provisions of a Trust Agreement dated July 5, 1979 and known as Trust No. 79-302 (the "Trust"), having its principal office at 350 E. Dundee Road, Wheeling, Illinois 60090, Road Materials Corp., having its principal place of business located at 602 S. Main Street, Algonquin, Illinois 60102 ("Borrower"), the sole beneficiary of the Trust, (Borrower and the Land Trustee are hereinafter collectively referred to as the "Mortgagor"), and Cole Taylor Bank, a banking association organized and existing under the laws of the State of Illinois with its principal place of business located at 350 East Dundee Road, Wheeling, Illinois 60090 (hereinafter referred to as the "Mortgagee").

RECITALS:

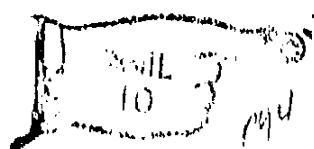
A. Mortgagor and Mortgagee are parties to a Mortgage, Security Agreement and Financing Statement dated June 8, 1990 recorded on June 12, 1990 with the Recorder of Deeds of Cook County, Illinois as Document No. 90276926, covering the property described on Exhibit A hereto and thereto (the "Mortgage"), securing the indebtedness arising under and/or evidenced by that certain "Promissory Note", "Installment Note" and "Loan Agreement" (as such terms are defined in the Mortgage).

B. Concurrently herewith Borrower, certain affiliates of Borrower and Mortgagee have entered into a certain Amendment to Loan and Security Agreement dated the date hereof (the "Modification Agreement"), pursuant to which, among other things, the term of the Loan Agreement and that certain "Project Loan Agreement" (as defined in the Modification Agreement) were extended and Mortgagee agreed to restructure its existing loans and advances to Borrower and its affiliates.

C. The Mortgage, by its terms secures all obligations and indebtedness of Borrower and its affiliates to Mortgagee, whether now existing or hereafter arising.

D. The parties hereto are executing this Amendment for the purpose of, among other things, confirming that the indebtedness arising under the Loan Agreement and Project Loan Agreement as modified by the Modification Agreement constitutes a part of Mortgagor's obligations to Mortgagee secured by the Mortgage to the same extent, and with the same priority, as any amounts initially advanced to Mortgagor.

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COOK COUNTY RECORDER - 969872
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NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Mortgagor and Mortgagee agree as follows:

1. Amendment of Mortgage. The Mortgage is hereby amended to confirm that the Mortgage secures repayment of all existing and future liabilities and obligations of Mortgagor to Mortgagee, including, without limitation, those arising under and/or evidenced by the Loan Agreement and Project Loan Agreement, as amended by the Modification Agreement, and any replacement or substitute notes for the Promissory Note and Installment Note, all amendments, extensions, modifications, replacements and substitutions thereto or therefor, and all interest, costs, expenses and attorneys fees accruing or incurred in connection therewith.

2. Further Assurances. Mortgagor agrees to execute and deliver such further or additional documents as may be necessary to give effect to this Amendment.

3. No Other Changes. Except as otherwise modified by this Amendment, the terms, provisions, covenants and agreements contained in the Mortgage shall remain unchanged and in full force and effect and are hereby ratified and affirmed by the parties.

4. Fees and Expenses. In consideration of Mortgagee's agreement to enter into the Modification Agreement, Mortgagor agrees to reimburse Mortgagee for all costs, fees and expenses, including, without limitation, attorneys' fees and expenses incurred by Mortgagee in connection with the negotiation, documentation and completion of the transactions evidenced by the Modification Agreement and this Amendment.

5. Recitals. The recitals to this Amendment are incorporated herein in their entirety by this reference thereto and deemed to be a part hereof.

This Amendment is executed by the Land Trustee, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in Land Trustee as such Trustee and said Land Trustee hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said Modification Agreement contained shall be construed as creating any liability on said Land Trustee personally to pay or perform any of the obligations under the Mortgage, or any indebtedness accruing hereunder or thereunder, or perform any covenants either expressed or implied herein or contained therein, all such liability, if any, be expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder.

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IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and delivered by their respective authorized signatories as of the date first above written.

ROAD MATERIALS CORP.

By: [Signature]
Title: President

ATTEST:

By: Edward A. Smith
Title: Asst. Secy

COLE TAYLOR BANK, not personally but solely as Trustee under Trust Agreement dated July 5, 1979 and known as Trustee No. 79-302

By: [Signature]
Title: Trust Officer

ATTEST:

By: [Signature]
Title: Asst. Trust Officer

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(COOK COUNTY RECORDER)

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COLE TAYLOR BANK

By: *Dr. P. Gordon*
Title: Vice President

ATTEST:

By: *Michelle E. B.*
Title: Vice Pres



This document was prepared by and should be returned to Jeffrey L. Elegant, Esq., Jenner & Block, One IBM Plaza, Chicago, Illinois 60611.

P.I.N.: 10 - 30 - 300 - 007

Property address:

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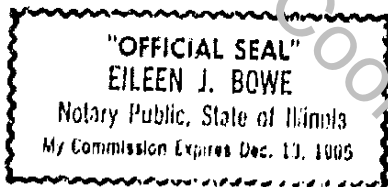
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eileen J. Bowe, Notary Public in and for said County, in the State aforesaid, do hereby certify that on November 11, 1993, Christian R. Newkirk and Edward A. Smith, personally known to me to be the President and Asst. Secretary of Road Materials Corp. and 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 and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation.

Given under my hand and notarial seal this 11th day of November, 1993.



Eileen J. Bowe
NOTARY PUBLIC

My Commission Expires:

December, 1995

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: 47908 194 93-969876
: COOK COUNTY RECORDER

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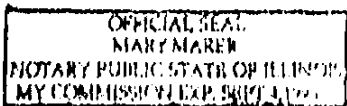
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mary Maren, Notary Public in and for said County, in the State aforesaid, do hereby certify that on November 12, 1993, James C. Anderson and Michelle D. P. ..., personally known to me to be the James P. ... and Michelle P. ... of Cole Taylor Bank and 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 and delivered said instrument as their free and voluntary act and as the free and voluntary act of said banking association, as Land Trustee as aforesaid,

Given under my hand and notarial seal this 15th day of November, 1993.



Mary Maren
NOTARY PUBLIC

My Commission Expires:

Office of Cook County Clerk's Office

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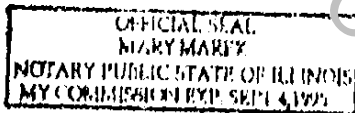
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Ch. [unclear], Notary Public in and for said County, in the State aforesaid, do hereby certify that on November 15th, 1993, Phyllis [unclear] and Linda [unclear], personally known to me to be the [unclear] and [unclear] of Cole Taylor Bank and 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 and delivered said instrument as their free and voluntary act and as the free and voluntary act of said banking association, [unclear].

Given under my hand and notarial seal this 15th day of November, 1993.



Mary Mary
NOTARY PUBLIC

My Commission Expires:

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EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 30 LYING NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 72 AND COMMONLY KNOWN AS NEW HIGGINS ROAD AND WESTERLY OF THE EASTERLY RIGHT OF WAY OF HEALY ROAD (EXCEPT THE WEST 199 FEET THEREOF AND EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS BY DOCUMENT NUMBER 12379247 RECORDED OCTOBER 5, 1939 FOR HIGHWAY

PURPOSES DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH WEST 1/4 OF SAID SECTION DESCRIBED AS BEING A STRIP OF LAND 66 FEET IN WIDTH RUNNING FROM THE NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED DUAL HIGHWAY OF STATE BOND ISSUE, ROUTE 53 TO THE CENTER LINE OF HIGGINS ROAD AS NOW TRAVELLED, CENTER LINE OF SAID 66 FOOT STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTH WEST CORNER OF SECTION 30, THENCE NORTH ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1,412.73 FEET TO A POINT THENCE SOUTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 59 DEGREES 0 MINUTE FROM THE SOUTH TO THE SOUTH EAST WITH SAID WEST LINE A DISTANCE OF 109.59 FEET TO A POINT, SAID LINE BEING SAID NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED DUAL HIGHWAY; THENCE SOUTHEASTERLY ALONG A CURVE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1,0017.06 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, SAID CURVE BEING SAID NORTHERLY RIGHT OF WAY LINE OF PROPOSED DUAL HIGHWAY, A DISTANCE OF 762.2 FEET TO THE POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG A LINE, A DISTANCE OF 245.11 FEET TO A POINT IN THE AFORESAID CENTER LINE OF HIGGINS ROAD AS NOW TRAVELLED, SAID POINT BEING 894.51 FEET FROM AFORESAID WEST LINE OF SAID SECTION 30 AS MEASURED ALONG SAID CENTER LINE OF HIGGINS ROAD IN TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 1/2 OF LOT 1 AND THE SOUTH 5 ACRES OF THE NORTH 1/2 OF SAID LOT 1 (EXCEPT THAT PART OF SAID LOT 1 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE SOUTH 1/2 OF LOT 2 AND THE SOUTH 5 ACRES OF THE NORTH 1/2 OF SAID LOT 2 (EXCEPT THAT PART OF SAID LOT 2 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THE WEST 190.0 FEET OF THE SOUTH 1/2 OF SAID LOT 2 AND ALSO EXCEPTING THE WEST 199.00 FEET OF THE SOUTH 5 ACRES OF THE NORTH 1/2 OF SAID LOT 2 CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY DOCUMENT NUMBER 19454231 RECORDED APRIL 23, 1962) IN COOK COUNTY, ILLINOIS.

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