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AMENDMENT NO. 1 TO MORTGAGE

THIS AGREEMENT is made and delivered as of the 1st day of March, 1993, by and between LA SALLE NATIONAL TRUST, N.A., as successor trustee to LASALLE NATIONAL BANK, a national banking association, not personally, but as Trustee under a Trust Agreement dated January 31, 1985 and known as Trust No. 109318 ("Mortgagor") and NBD BANK, a state banking association ("Mortgagee").

R E C I T A L S:

A. To evidence indebtedness (the "Indebtedness") in the original principal amount of Three Hundred Twenty Thousand Dollars ($320,000.00) Mortgagor has executed and delivered to Mortgagee a Mortgage Note in that amount dated February 24, 1988 (the "Mortgage Note").

B. Payment of the Mortgage Note is secured by, among other things, a Mortgage (the "Mortgage") dated February 24, 1988 on real estate located in Cook County, Illinois and legally described as:

LOT 1 IN BLOCK 4 IN CLYBOURN ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5072-74 NORTH WINCHESTER, CHICAGO, ILLINOIS

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which Mortgage was recorded in the real estate records of Cook County, Illinois as Document No. 88078993.

C. The Mortgage Note contains, among other things a provision that, upon meeting certain conditions, Mortgagor may exercise an option (the "Option") to extend the maturity of the Mortgage Note through and including March 1, 1996.

D. Mortgagor, having satisfied the conditions necessary to exercise the Option, has exercised the Option, and has requested, and Mortgagee has agreed, to amend the Mortgage and other loan documents, including the Mortgage Note. The terms and conditions of the Mortgage Note have been amended as provided in that certain Amendment No. 1 to Mortgage Note dated as of March 1, 1993 between Mortgagor and Mortgagee (the "Note Amendment"), a copy whereof is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree that:

DEPT-01 RECORDING $27.50
T#2222 TRAN 8089 03/25/93 10:48:00
#3330 # * -93-221380
COOK COUNTY RECORDER

27.50

1. Recitals. The foregoing Recitals are accurate and are incorporated herein and made a part hereof with the same force and effect as though restated herein.

2. Defined Terms. Except as otherwise provided herein, all defined terms in this Agreement have the respective meanings ascribed to them in the Mortgage.

3. Exhibit A. Any reference to the Mortgage Note shall be deemed a reference to the Mortgage Note as amended by the Note Amendment.

4. Financial Covenants. Section 1.H.(1) of the Mortgage is hereby amended to provide that the Debt Service Ratio to be maintained by Mortgagor is 1.25 to 1.0. From and after the effective date of this Amendment, the requirements concerning the Debt Service Ratio shall be deemed satisfied for any 12-month period so long as the rental income from the Premises for such period less the operating expenses therefor (including, but not limited to, expenses for heat, light, real estate taxes and maintenance of the Premises) shall be an amount equal to not less than 125% of the aggregate installment payments of principal and interest payable under the Mortgage Note (as amended by the Note Amendment) during such 12-month period.

5. Default Interest Rate. Section 11.(j) of the Mortgage is hereby amended to provide that the Default Interest Rate shall be three and three-quarters percent (3.75%) in excess of the Interest Rate specified in the Mortgage Note, as amended by the Note Amendment.

6. Approval of Management. While any portion of the Indebtedness evidenced by the Mortgage Note is outstanding, the manager of the Premises shall at all times be a person or entity approved by Mortgagee, and it shall constitute an Event of Default under the Mortgage if the Premises at any time are not being managed by such person or entity approved by Mortgagee. The manager of the Premises as of the date hereof is Gerald Management, a company owned or controlled by Gerald Paul Seeger. Mortgagee approves Gerald Management as manager of the Premises so long as Gerald Management is owned or controlled by Gerald Paul Seeger; Mortgagor agrees that (a) said manager shall not be replaced without Mortgagee's prior written consent being first obtained, which consent Mortgagee agrees shall not unreasonably be denied or delayed, and (b) Mortgagor shall give Mortgagee prompt written notice if Gerald Management at any time shall cease to be owned or controlled by Gerald Paul Seeger. Mortgagee shall have the right to accelerate the maturity of the Indebtedness and to exercise its other rights and remedies hereunder if at any time, without Mortgagee's prior written consent having first been obtained, Gerald Management shall cease to be the manager of the Premises or Gerald Paul Seeger shall cease to own or control Gerald Management.

7. Effective Date. All agreements stated herein shall be effective from and after March 1, 1993.

8. No Defaults. Mortgagor represents that, to Mortgagor's best knowledge, no default has occurred under any of the loan documents, including the Mortgage and Mortgage Note, and that all of the loan documents are in full force and effect and in good standing.

9. Ratification. Except as hereby expressly modified, the terms and provisions of the Mortgage are hereby ratified and confirmed.

10. Land Trustee's Exculpation. This instrument is executed by LaSalle National Trust, N.A., not personally, but as 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). No personal liability shall be asserted or be enforceable against the trustee because or in respect to the Mortgage Note referred to herein or the Mortgage, or the making, issue or transfer thereof, all such liability, if any, being expressly waived by Mortgagee, but nothing herein contained shall modify or discharge the personal liability expressly assumed by any guarantor of said Mortgage Note, and each original and successive holder of said Mortgage Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the sale or other disposition thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

ATTEST:

(Assistant) Secretary

LASALLE NATIONAL TRUST, N.A., not personally, but as Trustee as aforesaid

By:

Title: VICE PRESIDENT

ATTEST:

(Assistant) VICE PRESIDENT

NBD BANK,
a state banking association

By: Allen J. Ribando

Title: 2nd VP

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing document was acknowledged before me this 22 day of March, 1993, by Corinne Bez (Vice) President, and William R. Dillon (Assistant) Secretary, of LaSalle National Trust, N.A., a national banking association, on behalf of said national banking association acting as successor trustee of Trust No. 109118.

Notary Public
My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing document was acknowledged before me this 24th day of March, 1993, by ELLEN M. RIBAUDO 2ND (Vice) President, and LAURETTA BURKE (ASS. VICE PRESIDENT) of NBD Bank, a state banking association, on behalf of said banking association.

"OFFICIAL SEAL"
Patricia M. Burke
Notary Public, State of Illinois
My Commission Expires Feb. 27, 1996

Notary Public
My Commission Expires:

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PREPARED BY AND MAIL TO:

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Chicago, Illinois 60611

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