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COOK COUNTY, ILLINOIS
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Textron Financial Corporation
2585 Washington Road, Suite 233
Pittsburgh, Pennsylvania 15241
Attention: Susan D. Bowman, Esq.

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FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This First Amendment to Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (this "Amendment"), effective as of October 1, 1993, by and among American National Bank and Trust Company of Chicago, Not Personally but as Trustee under a Trust Agreement dated August 29, 1988 and Known as Trust no. 106337-09 ("Mortgagor"), Homewood/Richton Park Office Building Partnership, an Illinois General Partnership ("Beneficiary"), and Textron Financial Corporation ("Mortgagee").

WITNESSETH:

The following are facts relevant to the execution of this Amendment:

- A. Signal Capital Corporation ("SCC") has heretofore made a loan (the "Original Loan") to Mortgagor, which Original Loan was evidenced by that certain Secured Promissory Note dated September 22, 1988, in the original principal amount of One Million Fifty Thousand Dollars (\$1,050,000), and secured by *inter alia*, that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated September 22, 1988 (the "Mortgage"), and filed in the Official Records of Cook County, Illinois (the "Official Records") on September 26, 1988 as Document No. 88439563.
- B. On December 18, 1989, SCC assigned all of its right, title and interest in and to the Original Loan to Mortgagee, as evidenced by that certain Assignment of Mortgages, Assignment of Rents, Security Agreement and Fixture Filing, filed in the Official Records as Document No. 90087116.
- C. Mortgagor, Beneficiary and Mortgagee have agreed to amend certain terms and conditions of the Original Loan as set forth in that certain amendment proposal from Mortgagor to Beneficiary dated August 16, 1993, and described more particularly below in this Amendment.

NOW, THEREFORE, the Mortgagor, Mortgagee and the Beneficiary in consideration of the promises and mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

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1. Capitalized Terms. Except as otherwise expressly provided herein, capitalized terms used in this Amendment which are not otherwise defined herein shall have the meanings respectively ascribed to them in the Mortgage.

2. Specific Amendments. The Mortgage is amended and supplemented, as of the date hereof, as follows:

a. The first "Whereas" clause on page 1 shall be amended as follows:

WHEREAS, the Mortgagor is indebted to the Mortgagee in the initial principal amount of One Millions Fifty Thousand Dollars (\$1,050,000) together with interest thereon, as evidenced by Mortgagor's Secured Promissory Note dated September 22, 1988, as amended by that certain First Amendment to Secured Promissory Note (as amended, the "Note") effective as of October 1, 1993, the terms of which are incorporated herein by this reference; and"

b. Paragraph 1.11 shall be deleted in its entirety and the following substituted therefor:

"1.11 Escrow Deposits. To further secure the payment of the said taxes, assessments, Mortgagor will deposit with the Mortgagee on the due date of each monthly installment under the Note, a sum which, in the estimation of the Mortgagee, shall be equal to one-twelfth (1/12) of the annual taxes and assessments on the Secured Property. Said deposits shall be held by the Mortgagee, free of interest, and free of any liens or claims on the part of creditors of Mortgagor and as part of the security of the Mortgagee, and to be used by the Mortgagee and to be used by the to pay current taxes and assessments on or with respect to the Secured Property as the same are due. Said deposits shall not be trust funds but may be commingled with the general funds of the Mortgagee. If said deposits are insufficient to pay the taxes and assessments and insurance premiums in full as the same become payable, Mortgagor will deposit with the Mortgagee such additional sum or sums as may be required in order for the Mortgagee to pay such taxes and assessments in full. Upon the occurrence of any default or Event of Default hereunder at any time when the Mortgagee is in possession of such deposits, the Mortgagee may, at its option, apply any of said deposits to the payment of the Indebtedness in such manner as it may elect."

c. Paragraph 1.15(a) shall be deleted in its entirety and the following substituted therefor:

"(a) enter into any lease, sublease or occupancy agreement with respect to the Property or any portion thereof. After approval by Mortgagee of such lease, sublease or occupancy agreement, Mortgagor shall obtain from such tenant or

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subtenant, an estoppel certificate and subordination, non-disturbance and attornment agreement, in form and content satisfactory to Mortgagee."

3. **Lien of Mortgage.** Mortgagor covenants and agrees that the Mortgage, as amended hereby, is a valid and subsisting first lien against the encumbered Property for the Loan.

4. **Release.** Beneficiary and Mortgagor, for themselves, their respective officers, directors, partners, affiliates, successors and assigns and all others claiming by or through them hereby waive, release and forever discharge the Mortgagee, its directors, officers, employees, agents, attorneys, legal representatives, and their successors and assigns (collectively, "Mortgagee Affiliates") from any and all defenses, claims, demands, actions, causes of action, obligations, damages, losses, attorneys' fees, costs, expenses and liabilities of any nature whatsoever, now existing, or accrued which Beneficiary or Mortgagor had or now has as of the date of this Agreement against Mortgagee and Mortgagee Affiliates, by reason of any act or omission concerning any matter, cause or thing, arising from or out of the Loan Documents, the Property, this Agreement, all of the Mortgagee's actions and conduct regarding or relating to the Loan Documents, this Agreement, and/or the Property, including, without limitation, claims or defenses related to any "lender liability" theories, including, without limitation, fraud, interference with contract, bad faith, etc.

5. **Termination of Automatic Stay.** In the event that Beneficiary or either of its general partners shall be dissolved, or a decree or order for relief shall be entered by a court having jurisdiction in the premises in respect of Beneficiary or either of its general partners in a voluntary or involuntary case under the Federal Bankruptcy Code as now or hereafter constituted, or Beneficiary or either of its general partners shall file a voluntary petition in bankruptcy for reorganization or an arrangement or any composition, readjustment, liquidation, dissolution or similar relief pursuant to any similar present or future state or federal bankruptcy law, or shall be adjudicated a bankrupt or become insolvent, or shall commit any act of bankruptcy as defined in such law, or shall take any action in furtherance of any of the foregoing, Beneficiary or either of its general partners agrees that any automatic stay applicable to any such above mentioned action, case or proceeding which would otherwise prevent Mortgagee from pursuing or exercising any of its rights or remedies against Beneficiary or either of its general partners shall automatically be lifted and released against Mortgagee and Mortgagee shall then be entitled to pursue and exercise any and all rights, remedies and recourses available against Beneficiary or either of its general partners arising under or in connection with the Loan Documents or which may otherwise be available at law or in equity with respect to the loan transaction.

6. **Effect of this Amendment; Successors and Assigns.** Except as amended hereby, all of the terms and conditions of the Mortgage shall remain in full force and effect. The provisions of this Amendment shall be binding upon the Beneficiary, Mortgagor, their respective successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns.

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7. **Exculpation.** This Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but in its capacity as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the Mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by the Mortgage, as amended hereby, shall be construed as creating any liability on American National Bank and Trust Company of Chicago, personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any being expressly waived, and that no recovery on the Mortgage, as amended hereby and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said Note.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

Mortgagor:

American National Bank and Trust Company of Chicago,
Not Personally but as Trustee under a Trust Agreement
dated August 29, 1988 and Known as Trust no. 106337-09

By: [Signature] HESTER THIEL
Its: _____

ATTEST:

By: [Signature]
Its: _____ ASSISTANT SECRETARY

[SEAL]

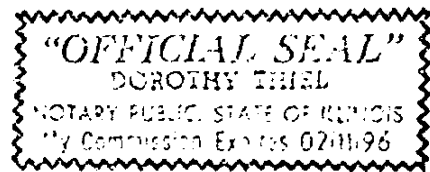
SIGNATURES CONTINUED ON NEXT PAGE

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STATE OF ILLINOIS }
COUNTY OF Cook } SS.

The foregoing instrument was acknowledged before me this 20 day of April 1994 by Gregory S. [Signature] Vice President and Hester Thiel Assistant Secretary of American National Bank and Trust Company of Chicago, a corporation organized under the laws of the State of Illinois, and its duly authorized officers, as indicated on the back of this instrument.

[Signature]



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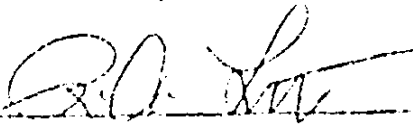
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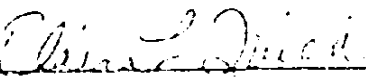
Mortgagee:

Textron Financial Corporation,
a Delaware corporation

By: 

R. A. Layton

Title: Vice President

By: 

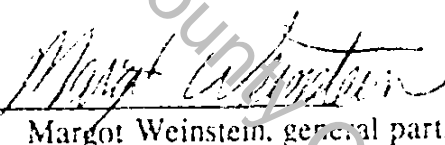
Title: Assistant Secretary

Beneficiary:

Honewood/Richton Park Office Building Partnership, an
Illinois General Partnership

By: 

Allan Weinstein, general partner

By: 

Margot Weinstein, general partner

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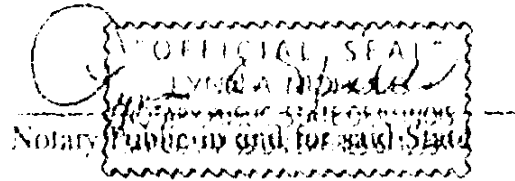
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STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

On April 20, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared [Allen Weinstein], personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

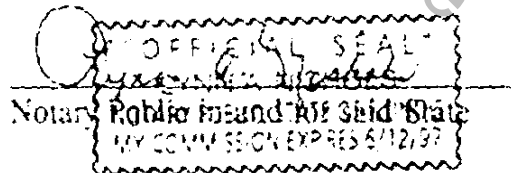
WITNESS my hand and official seal.



STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

On April 20, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared [Allen Weinstein], personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



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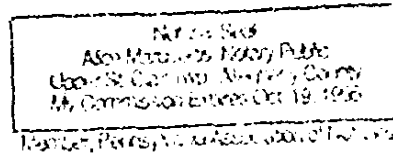
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COMMONWEALTH OF PENNSYLVANIA)
)SS
COUNTY OF ALLEGHENY)

On April 21, 1994, before me, Wm. Maccaulatis, a Notary Public in and for said state, personally appeared R. A. Layton and ~~Sharon L. Layton~~ personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Wm. Maccaulatis
Notary Public in and for said Commonwealth



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EXHIBIT "A"

Description of Land and Improvements Thereon

Parcel 2:

The North 175.00 feet of the South 225.00 feet of the East 175.00 feet lying West of the West line of Highway Number 54 by Document Number 11113017 of the South East 1/4 of Section 27, Township 35 North, Range 13, East of the Third Principal Meridian, except that part described as follows:

Beginning at the intersection of the West line of Highway Number 54 aforesaid with a line 50 feet North of and parallel with the South line of the South East 1/4 aforesaid; thence West on said 50 foot parallel line, 20 feet; thence Northeasterly to a point in the West line of Highway Number 54 aforesaid 20 feet North of the Point of Beginning; thence South on said West line of Highway Number 54, 20 feet to the Point of Beginning, in Cook County, Illinois.

Parcel 2 address: 22121 Governors Highway
Richton Park, Illinois 60477

Property Index Number: 31-27-401-012-0000

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11/11/2011