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FIRST AMENDMENT TO JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO JUNIOR MORTGAGE AND SECURITY AGREEMENT (the "First Amendment") is made and entered into as of this 7th day of March, 1994 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated February 22, 1988 and known as Trust No. 104732-05 ("Mortgagor"), and EUROMARKET DESIGNS, INC., corporation ("Mortgagee").

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. DEPT-01 RECORDING

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RECITALS:

. T#6555 TRAN 0404 04/27/94 15:10:00

- COOK COUNTY RECORDER Moregagee made a loan to Mortgagor on March 5, 1992 in the original principal amount of Five Million Six Hundred Eighty Thousand and 00/100 Dollars (\$5,680,000.00) (the "Loan"), which Loan is evidenced by a certain Junior Mortgage Note dated March 5, 1992 (the "Original Mote") made by Mortgagor payable to the order of Mortgagee in the principal amount of Five Million Six Hundred Eighty Thousand and 00/100 Dollars (\$5,680,000.00), which Original Note has an outstanding principal balance of \$5,423,076.87 as of March 7, 1994, and under which Original Note the principal balance and all interest accrued thereon is due and payable in full on March 5, 2004.
- The Original Note is secured by a certain Junior Mortgage and Security Agreement dated as of March 5, 1992 (the "Mortgage") made by Mortgagor in favor of Mortgagee and recorded in the Office of the Cook County Recorder of Deeds on March 12, 1992 as Document No. 92161391, which Mortgage encumbers certain real estate and improvements thereon located at 646 North Michigan Avenue, Chicago, Illinois and legally described on Exhibit A attached hereto;
- Concurrently with the execution of this First Amendment, Mortgagee has agreed, subject to the terms of the Original Note, to make an additional advance to Mortgagor in the principal amount of One Million Seventy-Six Thousand Nine Hundred and 00/100 Dollars (\$1,076,900.00), which additional advance is evidenced by a certain Junior Mortgage Note dated March 7, 1994 (the "Supplemental Note") made by Mortgagor payable to the order of Mortgagee in the principal amount of One Million Seventy-Six Thousand Nine Hundred and 00/100 Dollars (\$1,076,900.00), and which additional advance increases the outstanding aggregate indebtedness due from Mortgagor to Mortgagee and secured by the Mortgage to \$6,499,976.87.
- The principal balance due under the Supplemental Note and all interest accrued thereon shall be due and payable to Mortgagee in full on March 5, 2004.
- Mortgagor and Mortgagee desire to amend the Mortgage to secure Mortgagor's obligations under the Supplemental Note.

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For and in consideration of the mutual promises contained in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

- 1. As of the date of this First Amendment, the indebtedness due from Mortgagor under both the Original Note and the Supplemental Note, and Mortgagor's performance and observance of its obligations thereunder, shall all be secured by the Mortgage.
- 2. All references to the Mortgage contained in the Original Note, the Supplemental Note and the Mortgage shall mean the Mortgage as amended by this First Amendment.
- 3. Except as amended hereby, all of the terms and conditions of the Mortgage shall remain unmodified and in full force and effect and are hereby ratified and confirmed.
- 4. Paragraph 13 of the Mortgage is amended by inserting the words ", or (ix) default be made in the due and punctual payment of the indebtedness evidenced by the Supplemental Note, either of principal or interest of in the payment of any other indebtedness, or in the performance of any other obligation thereunder" immediately after the word "Mortgagee" in the fifth line from the end of the paragraph.
- 5. This First Amendment is executed by American National Bank and Trust Company of Chicago as Trustee as aforesaid, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in 1 as such Trustee (and said Bank represents that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this First Amendment, the Original Note or in the Supplemental Note shall be construed as creating any liability on Mortgagor or on said Bank personally to make any payments under either of said Notes or any interest thereon that may accrue or any indebtedness accruing thereon, or to perform any covenant under the Mortgage or this First Amendment, either express or implied, it being understood and agreed that each of the provisions hereof (except the representation above contained in this execution clause) shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise, covenant or agreement, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security under the Mortgage or this First Amendment, and that so far as Mortgagor and its successors and said Bank personally are concerned, the legal holder or holders of the Notes and the owner or owners of any indebtedness accruing under the Mortgage or this First Amendment shall look solely to (i) the premises and the rents, issues and profits thereof for payment by the enforcement of the lien created hereby and by the Mortgage, in the manner provided herein and in the Mortgage; or (ii) any other security given to secure the indebtedness under the Original Note or the Supplemental Note.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this First Amendment to be executed as of the date first above written.

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated February 22, 1988 and known as Trust No. 104732-05 MORTGAGEE:

EUROMARKET DESIGNS, INC., an Illinois corporation

By: Its:

ATTEST:

By:

This instrument was prepared by and after recording return to:

Michael B. Sadoff, Esq.

MUCH SHELIST FREED DENENBERG & AMENT, F.C.

200 North LaSalle Street

Suite 2100

Chicago, Illinois 60601

Property or Cook County Clerk's Office

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STATE OF ILLINOIS)) SS
COUNTY OF COOK)
I, Kathler Amer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Man I lead, the Mindert of Euromarket Designs, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the above instrument as such appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. GIVEN ander my hand and Notarial Seal this 8 day of June, 1994.
My Commission Expires: 7/2 , 1997 "OFFICIAL SEAL" Katrlesn Johnson Notary Public, State of Illinois My Commission Expires 7/2/97
STATE OF ILLINOIS) SS COUNTY OF COOK
I, I. M. SOVIENSKI, A Notary Public in and for said County, in the State aforesaid, Do MEREBY CERTIFY that J. MICHAEL WHELAN and J. J. J. MICHAEL WHELAN AND AND J. J. MICHAEL WHELAN AND J.
My Commission Expires: "OFFICIAL SEAL" LM. SOVIENSKI NOTARY PURILC. STATE OF RUNOIS My Commission Expires 06/27/96

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. UNOFFICIAL CC

EXHIBIT A

Legal Description

The North East 1/4 (except the East 75 feet thereof taken for widening North Michigan Avenue) of Block 34 in Kinzie's Addition to Chicago, Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D. No.: 17-10-113-003-0000

Common Address:

D. Cook County Clark's Office

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