MODIFICATION OF NOTE, MORTGAGE AND OTHER SECURITY DOCUMENTS

THIS MODIFICATION (hereinafter referred to as "this Modification") is made and entered into as of the first (1st) day of August, 1994, by 840 SOUTH 25TH AVENUE PARTNERSHIP, an Illinois general partnership (hereinafter referred to as "Mortgagor"), to and for the benefit of THE FIDELITY MUTUAL LIFE INSURANCE COMPANY IN REHABILITATION (hereinafter referred to as "Mortgagee").

1 of 1

R E C I T A L S:

A. Mortgagee has heretofore made a loan (hereinafter referred to as the "Loan") to Mortgagor in the original principal amount of THREE MILLION AND NO/100 ($3,000,000.00) DOLLARS

B. The Loan is evidenced by a Principal Note in said principal amount dated May 1, 1987, made by Mortgagor and payable to Mortgagee (said Principal Note is hereinafter referred to as the "Note"). The principal balance of the Note as of the date hereof is TWO MILLION FIVE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED TWELVE AND 42/100 ($2,543,912.42) DOLLARS.

C. The Note is secured by, among other things, a Mortgage and Security Agreement dated May 1, 1987, made by Mortgagor in favor of Mortgagee, and recorded on May 26, 1987 in the Office of the Cook County Recorder of Deeds as Document No. 87286136 (said Mortgage is hereinafter referred to as the "Mortgage"), encumbering the premises legally described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"). The Note is further secured by certain other documents, including but not limited to those described in Exhibit "B" attached hereto and by this reference incorporated herein (the Mortgage and all such other documents are hereinafter referred to collectively as the "Security Documents", and the Note and the Security Documents are hereinafter referred to collectively as the "Loan Documents").

D. Mortgagor has defaulted under the Loan Documents in that certain payments of principal and interest due thereunder have not been timely made and, on July 15, 1994, Mortgagee filed a Complaint for Foreclosure and Other Relief in the United States District Court for the Northern District of Illinois, Eastern Division (hereinafter referred to as the "Foreclosure Action") styled The Fidelity Mutual Life Insurance Company v. 840 South 25th Avenue Partnership, et al., Case No. 94 C 4327.

E. Mortgagor has requested that Mortgagee modify certain terms and conditions of the Loan and the Loan Documents to enable Mortgagor to meet its obligations to Mortgagee under the Loan Documents.

F. Mortgagor has further requested that Mortgagee dismiss the Foreclosure Action.

G. Mortgagee has agreed to modify the terms of the Loan and withdraw the Foreclosure Action upon satisfaction of all of the conditions precedent thereto and other terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The aforesaid Recitals are hereby incorporated into this Modification as if fully set forth in this Paragraph 1. Mortgagor acknowledges and agrees that: (i) all of the aforesaid Recitals are true and correct and (ii) the allegations set forth in the Foreclosure Action are true and correct and, to the extent allowed by all applicable laws, Mortgagor is without any defense thereto either in law or in equity.

2. References to Loan Documents. Any and all references in the Note, Mortgage and other Security Documents to the Note, Mortgage or other Security Documents shall, from and after the date hereof, be deemed to refer to such Loan Documents as modified by this Modification.

3. Definitions. The Loan Documents are hereby amended, effective as of the date of this Modification, to incorporate the following definations. All capitalized terms used in this Modification and not otherwise defined herein shall have the same meaning as such terms are given in the Loan Documents.

3.1 Additional Default. The occurrence of any of the events or circumstances described in Section 4.5 hereof.

3.2 Event of Default. Any default or event of default under any of the Loan Documents which continues beyond any cure period applicable thereunder, whether now existing or hereafter occurring, or the occurrence of any Additional Default.

3.3 Guarantors. Thomas Fahey, Diane Fahey, Terrence J. O'Donnell and Janice O'Donnell.

3.4 Net Rentals. All income generated from the leasing of the Vacant Space, as hereinafter defined, less any leasing commissions paid to third parties by Mortgagor, Mortgagor's reasonable costs of improving such space for a tenant and other expenses paid by Mortgagor which are directly related to the occupancy of such space by a tenant, provided that all such costs and expenses shall be subject to the reasonable approval of Mortgagee.

3.5 New Maturity Date. The earliest to occur of (i) August 1, 1997 or (ii) at the election of Mortgagee, the date of the occurrence of an Event of Default.

3.6 Person. Any natural person or any entity.

4. Amendments to Loan Documents. The Loan Documents are hereby amended as follows, effective as of the date of this Modification:

4.1 Extension of Maturity Date. The Maturity Date of the Loan shall be extended from June 1, 1997 until August 1, 1997.

4.2 Modification of Payment Schedule. Mortgagor shall make payments on the Loan as follows:

(i) Commencing on the first day of August, 1994 and continuing on the first day of each and every calendar month thereafter, through and including July 1, 1995, payments of interest only, at an interest rate of seven (7%) percent per annum, shall accrue and be paid by Mortgagor beginning on September 1, 1994 and continuing on the first day of each and every month thereafter, through and including August 1, 1995, in the amount of $14,839.49;

(ii) Commencing on the first day of August, 1995 and continuing on the first day of each and every calendar month thereafter, through and including July 1, 1996, monthly payments of interest only, at an interest rate of eight (8%) percent per annum, shall accrue and be paid by Mortgagor beginning on September 1, 1995 and continuing on the first day of each and every month thereafter, through and including August 1, 1996, in the amount of $16,959.42;

(iii) Commencing on August 1, 1996, and continuing on the first day of each and every calendar

month thereafter, monthly payments of principal and accrued interest shall be paid by Mortgagor beginning on September 1, 1996 and continuing on the first day of each and every month thereafter, in an amount which would be sufficient to amortize the then existing principal balance of the loan over a 20 year period, at an interest rate of ten and one-quarter (10.25%) percent per annum, such payments to continue until the entire principal balance and all accrued and unpaid interest thereon has been fully paid; provided, however, that the entire principal balance and all such accrued and unpaid interest, if not sooner paid, shall finally mature and become due and payable on the New Maturity Date.

4.3 Additional Principal Payments. In addition to the payments set forth in Section 4.2 above, Mortgagor shall also make the following payments, which Mortgagee shall apply against the principal of the loan:

(i) Commencing September 1, 1994, and continuing on the first day of each and every calendar month thereafter, through and including January 1, 1995, Mortgagor shall pay to Mortgagee an amount equal to seventy-five (75%) percent of any Net Rentals which result, during the calendar month immediately preceding such payment date, from the leasing of the space at the Property which is described on Exhibit "C" attached hereto and incorporated herein (hereinafter referred to as the "Vacant Space").

(ii) Commencing on February 1, 1995, and continuing on the first day of each and every calendar month thereafter until the indebtedness secured by the Mortgage, as amended by this Modification, is fully paid and all other obligations secured by the Mortgage are fully discharged, Mortgagor shall pay to Mortgagee an amount equal to the greater of:

(a) seventy-five (75%) percent of any Net Rentals which result, during the calendar month immediately preceding such payment date, from the leasing of the Vacant Space, or

(b) TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS.

On or before the fifteenth day of each calendar month hereafter, Mortgagor shall furnish Mortgagee with monthly financial statements for the Property, covering the immediately preceding calendar month, to support Mortgagor's calculation of the Net Rentals.

4.4 Tax and Insurance Deposits. Commencing on August 1, 1994, and continuing on the first day of each month thereafter until the indebtedness secured by the Mortgage, as amended by the Modification, is fully paid and all other obligations secured by the Mortgage are fully discharged, Mortgagor covenants and agrees to deposit with Mortgagee a sum equal to: (i) one-twelfth of the last total annual taxes and assessments for the last ascertainable year (general and special) on the Property (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed, or to be constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed), and (ii) one-twelfth of the last total annual premium for the insurance policies covering the Property which Mortgagor is required to obtain pursuant to Paragraph 6 of the Mortgage. Such deposits are to be held without any allowance of interest and need not be kept separate and apart, and are to be used only for the payment of taxes and assessments (general and special) and insurance premiums on said Property next due and payable when they become due and for no other purpose.

Mortgagor shall deliver all applicable tax and assessment bills and invoices for insurance premiums to Mortgagee at least fifteen (15) days prior to the date upon which such tax bills or insurance premiums are due and Mortgagee shall promptly pay the same from the funds which Mortgagee is holding pursuant to this section 4.4. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) and insurance premiums for any year when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of demand therefor, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) and insurance premiums in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) or insurance premiums for any year, the excess shall be applied on subsequent deposit or deposits.

Receipts showing and evidencing payment of all such taxes and assessments (general and special) and insurance premiums shall be exhibited to Mortgagee within thirty (30) days after the due date for payment of same.

4.5 Additional Defaults. In addition to the defaults identified in the Loan Documents, the occurrence of any of the following events shall also be deemed an Event of Default:

(i) Mortgagor shall fail to comply with any term, condition or covenant set forth in this Modification, or any representation made by Mortgagor and the Guarantors under or in connection with this

Modification shall be materially false as of the date when made or shall hereafter become materially false;

(ii) Mortgagor, the Guarantors or any affiliate of the Mortgagor shall have commenced any legal action or adversary proceeding against Mortgagee, whether in connection with the Loan or otherwise;

(iii) any Person shall have commenced any legal action or proceeding seeking to avoid, invalidate or subordinate any of the Mortgagee's claims, liens or guaranties with respect to the Mortgagor or any assets of the Mortgagor or any other collateral securing the Loan.

4.6 Conditional Waiver of Late Fees. Mortgagor acknowledges and agrees that late fees, accrued and outstanding as of the date hereof are THIRTY FOUR THOUSAND ONE HUNDRED SIXTY TWO AND NO/100 ($34,162.00) DOLLARS and are immediately due and payable to Mortgagee. Provided that no Events of Default have occurred between the date hereof and the New Maturity Date, such the payment of such late fees shall be deferred until the New Maturity Date of the Loan and, provided that no Event of Default occurs hereunder and Mortgagor shall have timely paid all sums due under the Loan as modified hereby, the payment of such late fees shall be waived by Mortgagee at Maturity . If an Event of Default does occur at any time after the effective date hereof, the aforesaid late fees shall, without notice, become immediately due and payable by Mortgagor to Mortgagee.

5. Conditions Precedent to Effectiveness. The effectiveness of this Modification is subject to the performance, satisfactory to Mortgagee, in its sole discretion, of the following conditions precedent:

5.1 Execution of Modification. Mortgagor shall have duly executed this Modification and delivered two (2) originals of this Modification, in recordable form, to Mortgagee.

5.2 Title. Receipt by Mortgagee of a Commitment for Date Down Endorsement to Chicago Title Insurance Company Loan Policy No. 75-15-604 dated May 28, 1987, (i) showing no new matters and (ii) covering the effective date of this Modification. Mortgagor shall also deliver to Mortgagee the following: (i) a duly executed ALTA Statement, (ii) a duly executed GAP Undertaking and (iii) a check, payable to Chicago Title Insurance Company, in an amount sufficient to cover the charges for the recordation of this Modification and the issuance of Chicago Title's Date Down Endorsement.

5.3 Guaranty. An original Guaranty of Payment and Performance (hereinafter referred to as the "Guaranty"), duly executed by the Guarantors, shall be delivered to Mortgagee.

5.4 LaSalle National Bank Loan. Mortgagor shall have received, and delivered to Mortgagee evidence of, approval from LaSalle National Bank of a new asset based lending and term loan agreement substantially in accordance with the terms contained in the letter to Mortgagee dated July 19, 1994 signed by H. Eugene Laster.

5.5 Leases. Mortgagor shall have entered into valid, legally enforceable leases with Chicago Contractors Supply, Inc. and Universal Form Clamp of Chicago, Inc. Each lease shall have market terms with: (i) net rental rate equal to the combined origination rental rate of $3.05 per square foot, (ii) an expiration date of July 1, 1998, and (iii) 150,000 net rentable square feet.

Mortgagor shall have entered into a valid, month-to-month lease with Sleepeck Printing, cancelable by either party upon 30 days written notice, which lease shall be for 40,000 square feet at a rental rate of $3.25 per square foot.

Mortgagor shall deliver a certified copy of each of the aforesaid leases to Mortgagee.

5.6 Estoppel Letters. Mortgagor shall deliver to Mortgagee estoppel letters and subordination and attornment agreements, in favor of Mortgagee, executed by each of the tenants under the leases listed in Section 5.5 above in a form reasonably acceptable to Mortgagee.

5.7 Legal Opinion. Mortgagor shall deliver to Mortgagee an opinion of counsel for Mortgagor and the Guarantors covering: (i) the formation and existence of the Mortgagor, (ii) the authority of the Mortgagor and Guarantors to execute, respectively, this Modification and the Guaranty, (iii) the validity and enforceability of this Modification and the Guaranty, and (iv) such other matters as the Mortgagee shall have required in the prior opinion relating to the Loan Documents, all in form and substance acceptable to Mortgagee.

5.8 Payment of Costs. Mortgagor shall pay all fees and expenses incurred by Mortgagee to date in connection with the preparation and execution of this Modification and the Guaranty, including but not limited to reasonable attorneys' fees and expenses.

5.9 Copies of Documents. Mortgagor shall deliver to Mortgagee certified copies of the following executed documents:

(i) working capital loan documents dated July 5, 1987 by and between Chicago Contractors Supply, Inc. and LaSalle National Bank, and any modifications thereto, and (ii) security documents dated July 15, 1987 by and between Universal Form Clamp of Chicago, Inc. and LaSalle National Bank, and any modifications thereto.

6. Representations and Warranties and Covenants.

6.1 Reaffirmation of Representations and Warranties. Mortgagor hereby reaffirms that, to the best of its knowledge, all representations and warranties made by Mortgagor as contained in the Loan Documents are true and correct in all material respects as of the date hereof, except that pending litigation now exists in the form of the Foreclosure Action.

6.2 Additional Representations and Warranties. In addition, Mortgagor hereby represents and warrants to Mortgagee as follows:

(i) No lien or judgment has been filed against the Property or Mortgagor that would materially adversely affect repayment of the Loan or the performance by Mortgagor of its obligations under the Loan Documents, as modified by this Modification; and

(ii) The execution, delivery and performance by Mortgagor of this Modification is within its powers, has been duly authorized by all necessary partnership action, and does not and will not contravene or conflict with (i) any provision of law applicable to Mortgagor, (ii) the partnership agreement of Mortgagor, or (iii) any order, judgment or decree of any court or other agency of government or any contractual obligation binding upon Mortgagor.

(iii) The partnership agreement for 840 South 25th Avenue Partnership, dated April 15, 1985, is in full force and effect and has not been amended or modified since that date.

(iv) The Leases for the Property, as described on Exhibit "D" attached hereto, are the only Leases of the Property, no such Lease has been amended except as set forth in Exhibit "D", and all other information set forth in said Exhibit "D" is true and correct as of the date hereof.

6.3 Reaffirmation of Covenants. Mortgagor does hereby reaffirm and agree to perform each and every covenant, condition, obligation and provision of Mortgagor set forth in the Loan Documents, as modified by this Modification.

7. No Vitiation of Liability. Nothing contained herein shall vitiate or discharge Mortgagor's liability under the Loan Documents, as modified by this Modification.

8. Liens. Mortgagor acknowledges and agrees that the Mortgagee's Mortgage lien and other liens on the Property and any other collateral for the Loan continue to be valid, binding and enforceable liens which secure the obligations under the Loan Documents.

9. Offsets and Defenses. Mortgagor hereby acknowledges and agrees that, to the extent allowed by all applicable laws: (i) as of the date of this Modification, there are no offsets, defenses or counterclaims against Mortgagee arising out of or in any way relating to the Loan Documents, (ii) it releases and forever discharges Mortgagee, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations and organizations acting or who have acted in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which it may now have or claim to have against Mortgagee or any of the other persons or entities described in this clause (ii) as of the date of this Modification, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Loan Documents, and (iii) Mortgagee is not in default under the Loan Documents.

10. No Waiver/Reservation of Rights. Nothing in this Modification, nor any delay on the part of the Mortgagee in exercising any power, right or remedy, shall be construed to be a waiver or acquiescence in any existing default or future default under any of the Loan Documents or this Modification.

11. Entire Agreement. Mortgagor acknowledges that: (i) there are no other agreements or representations, either oral or written, express or implied, relating to the amendments to the Loan Documents set forth herein and other provisions hereof that are not embodied in this Modification; (ii) this Modification represents a complete integration of all prior and contemporaneous agreements and understandings of Mortgagee and Mortgagor relating to the matters set forth herein, and (iii) all such agreements, understandings, and documents, except for the Loan Documents, are hereby superseded by this Modification.

12. Full Force and Effect; Inconsistency. Except as herein modified, the terms, conditions and covenants of the Loan Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Modification and the Loan Documents, the terms herein shall control.

13. Laws of Illinois. This Modification shall be governed and construed under the laws of the State of Illinois.

14. Counterparts. This Modification may be executed in counterparts, all of which, when taken together, shall constitute a single instrument.

15. Construction. The words "hereof, "herein", and "hereunder", and other words of a similar import refer to this Modification as a whole and not to the individual Sections in which such terms are used. References to Sections and other subdivisions of this Modification are to the designated Sections and other subdivisions of this Modification as originally executed. The headings of this Modification are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

16. No Third Party Beneficiaries. This Modification shall inure to the sole benefit of Mortgagor and Mortgagee. Nothing contained herein shall create, or be construed to create, any right in any person not a party to this Modification.

17. Legal Review. Mortgagor acknowledges that it has been advised by legal counsel of its choice in connection with the interpretation, negotiation, drafting and effect of this Modification and Mortgagor is satisfied with such legal counsel and the advice which it has received from such legal counsel.

18. Successors. This Modification shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

19. Severability. In the event that any provision of this Modification shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

840 SOUTH 25TH AVENUE PARTNERSHIP,
an Illinois general partnership

By: _____
THOMAS FAHEY, Partner

By: _____
TERRENCE J. O'DONNELL, Partner

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Marjorie C. Howard
Katz Randall & Weinberg
200 North LaSalle Street, Suite 2300
Chicago, Illinois 60601

RECORDER'S BOX NO. 340 [KRW File No. 01836.05700]

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

MORTGAGOR:

840 SOUTH 25TH AVENUE PARTNERSHIP,
an Illinois general partnership

By: _____
THOMAS FAHEY, Partner

By: Terrence J. O'Donnell
TERRENCE J. O'DONNELL, Partner

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Marjorie C. Howard
Katz Randall & Weinberg
200 North LaSalle Street, Suite 2300
Chicago, Illinois 60601

RECORDER'S BOX NO. 340 [KRW File No. 01836.05700]

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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to and approves the foregoing Modification of Note, Mortgage and Other Security Documents.

DATED as of August 1, 1994.

THE FIDELITY MUTUAL LIFE INSURANCE COMPANY IN REHABILITATION

By: James W. Kelleam Jr.
Its: Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Michael L. Weissman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS FAHEY, as Partner of 840 SOUTH 25TH AVENUE PARTNERSHIP, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Partner of said Partnership, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 1994.

Michael L. Weissman
Notary Public

"OFFICIAL SEAL"
MICHAEL L. WEISSMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/21/97

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Michael L. Weissman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TERRENCE J. O'DONNELL, as Partner of 840 SOUTH 25TH AVENUE PARTNERSHIP, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Partner of said Partnership, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 1994.

Michael L. Weissman
Notary Public

"OFFICIAL SEAL"
MICHAEL L. WEISSMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/21/97

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COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF DELAWARE)

I, Joan R. Braude, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James W. Kelican, Jr., as Vice President of THE FIDELITY MUTUAL LIFE INSURANCE COMPANY IN REHABILITATION, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said Company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of October, 1994.

Joan R. Braude
Notary Public

Notarial Seal
Joan R. Braude, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires Feb. 19, 1996
Member, Pennsylvania Association of Notaries

94935656

EXHIBIT "A"

Legal Description

THAT PART OF LOT 1 OF THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BELLWOOD, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, 449.31 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ON A LINE PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, 245.55 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 592.19 FEET CONVEX TO THE NORTHWEST AND TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 785.90 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, WHICH POINT IS 817.36 FEET, MORE OR LESS, WEST OF THE SOUTH EAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AND LOCATED AT THE SOUTHWEST CORNER OF A STRIP OF LAND CONVEYED TO THE INDIANA HARBOR BELT RAILROAD BY DEED DATED APRIL 1, 1925 AND RECORDED APRIL 11, 1925 AS DOCUMENT 8857285; THENCE WEST ON THE SOUTH LINE OF LOT 1 BEING ALSO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, 24 FEET, MORE OR LESS, TO A POINT 812.60 FEET WEST OF THE EAST LINE OF SAID SECTION 16 AND 35 FEET EAST OF THE EAST LINE OF THE 66 FOOT RIGHT OF WAY CONVEYED BY ADAM GLOS AND CATHERINE GLOS, HIS WIFE, TO CHICAGO HAMMOND AND WESTERN RAILROAD COMPANY BY WARRANTY DEED DATED JUNE 15, 1897 AND RECORDED JUNE 22, 1897 AS DOCUMENT 2555302, IN BOOK 5950, PAGE 408; THENCE NORTHERLY ON A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 260.03 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVED LINE TANGENT TO THE LAST MENTIONED LINE AND CONVEX TO THE NORTHEAST HAVING A RADIUS OF 2865 FEET, A DISTANCE OF 918.32 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF MADISON STREET AS RELOCATED; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF MADISON STREET 999.85 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 16; THENCE SOUTH ON THE EAST LINE OF SECTION 16, 665.86 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART THEREOF DESCRIBED BELOW TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, IN CASE NUMBER 81L8970, DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BELLWOOD, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF MADISON STREET AS RELOCATED AND THE WEST LINE OF 25th AVENUE 33.00 FEET AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 16; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST 430.00 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 16; THENCE NORTH 89 DEGREES 52 MINUTES 20 SECONDS WEST 8.00 FEET; THENCE NORTH 0 DEGREES 07 MINUTES 40 SECONDS EAST 393.46 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION 16; THENCE NORTH 20 DEGREES 19 MINUTES 34 SECONDS WEST 32.85 FEET; THENCE NORTH 66 DEGREES 17 MINUTES 07 SECONDS WEST 31.92 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID MADISON STREET; THENCE SOUTH 81 DEGREES 41 MINUTES 15 SECONDS EAST 49.24 FEET TO THE BEGINNING, ALSO EXCEPTING

FROM SAID DESCRIBED PARCEL THAT PART OF LOT 1 OF THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BELLWOOD, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, 1,115.17 FEET NORTH OF THE SOUTHEAST CORNER THEREOF: THENCE NORTH 81 DEGREES 47 MINUTES 03 SECONDS WEST ALONG THE SOUTHERLY LINE OF MADISON STREET AS RELOCATED PER DOCUMENT 3225425, A DISTANCE OF 678.34 FEET TO THE PLACE OF BEGINNING: THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECOND WEST PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 520.95 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST, A DISTANCE OF 261.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, A DISTANCE OF 72.58 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID NON-TANGENT CURVE CONVEX TO THE NORTHEAST WHOSE ARC IS 842.97 FEET, WHOSE RADIUS IS 2865 FEET, AND WHOSE CHORD BEARS NORTH 09 DEGREES 51 MINUTES 48 SECONDS WEST, A DISTANCE OF 839.93 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF MADISON STREET AS RELOCATED; THENCE SOUTH 81 DEGREES 47 MINUTES 03 SECONDS EAST ALONG THE SOUTHERLY LINE OF MADISON STREET 321.51 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 940 South 25th Avenue
Bellwood, Illinois

PIN: 15-16-202-004

EXHIBIT "B"

Other Security Documents

1. Assignment of Rents and Lessor's Interest in Leases dated May 1, 1987, executed by Mortgagor, recorded on May 28, 1987 as Document No. 87286137.

2. Security Agreement dated May 1, 1987 executed by Mortgagor.

3. UCC-1 and UCC-2 Financing Statements executed by Mortgagor.

4. Borrower's Certificate dated May 21, 1987.

EXHIBIT "C"

Description of Vacant Space

Approximately 55,000 Sq ft. of warehouse space in the northwest corner of the building described as "Parcel A" and "Parcel B" on the attached exhibit.

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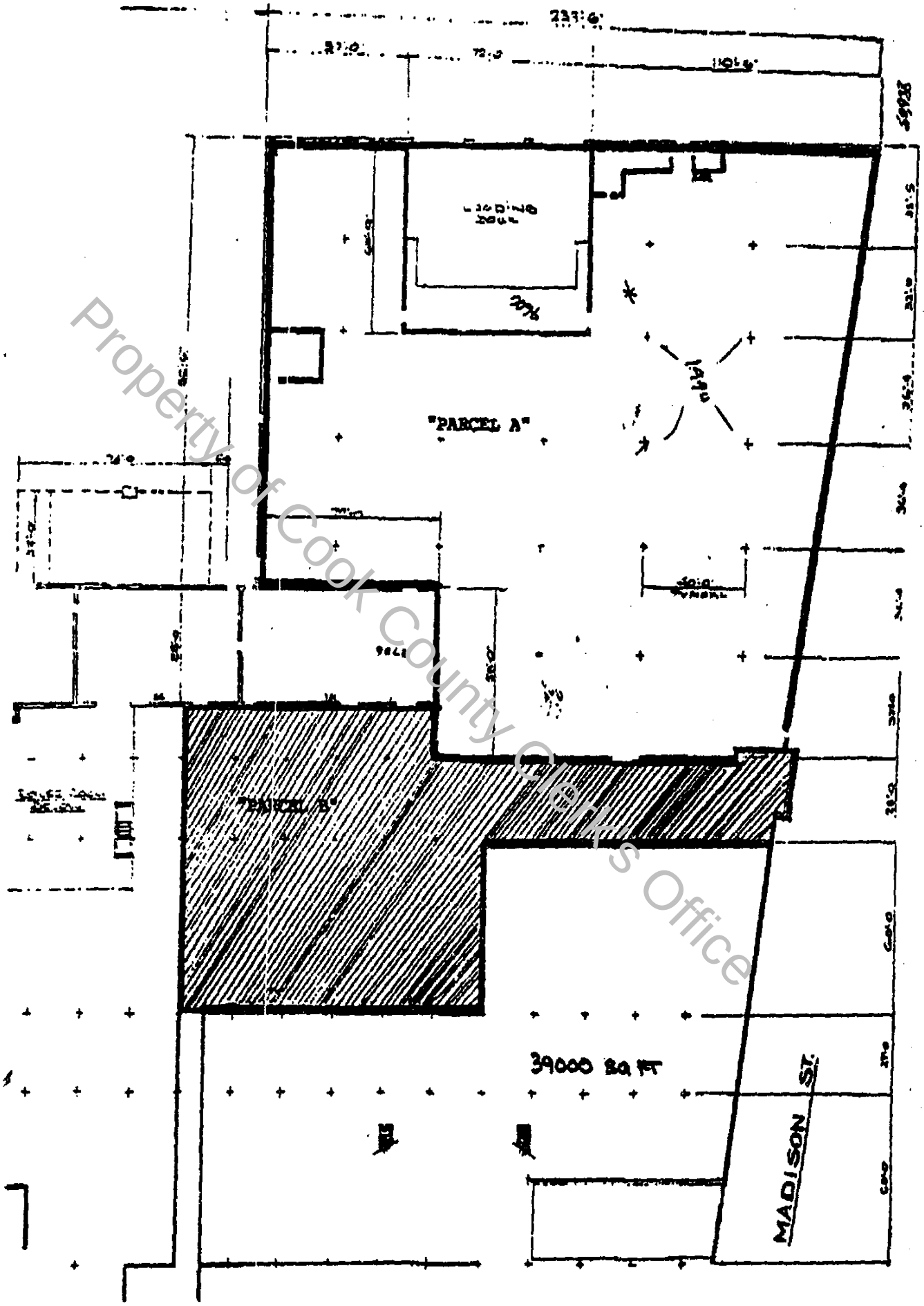

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EXHIBIT A

EXHIBIT "D"

Rent Roll

Tenant	Space	Date of Lease	Term of Lease	Rent	Security Deposit
Sleepeck Printing Company	40,000sq ft	9/21/94	month to month	$130,000	none
Chicago Contr. Supply, Inc.	7869 sq ft	8/1/94	7/1/98	$ 24,000	none
Universal Form	142,131 sq ft	8/1/94	7/1/98	$433,500	none