SECOND AMENDMENT TO
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND OF
LESSOR'S INTEREST IN LEASES

This Second Amendment to Mortgage, Assignment of Rents and Security Agreement and Assignment of Rents and of Lessor's Interest in Leases (this "Amendment") is dated and effective as of August 25, 199[illegible] by and among First Bank of Oak Park, formerly known as Oak Park National Bank, not personally, but solely as trustee under trust agreement dated March 20, 1961 and known as Trust Number 5262 ("Mortgagor"), Hillside Enterprises, an Illinois general partnership (the "Partnership") and LaSalle Northwest National Bank, a national banking association, having its principal place of business at 4747 West Irving Park Road, Chicago, Illinois 60641 (the "Mortgagee"), as successor-in-interest to LaSalle National Bank ("LaSalle").

RECITALS

A. Bowling Center Joint Venture, an Illinois general partnership ("BCJV") and LaSalle entered into a Loan and Security Agreement dated September 23, 1987 (the "Original Loan Agreement") pursuant to which BCJV executed a "Note" dated September 18, 1987 in the original principal amount of Six Million Five Hundred Thousand Dollars ($6,500,000) (the "Original Note").

B. The Original Note was secured by, inter alia, a Mortgage, Assignment of Rents and Security Agreement dated as of September 18, 1987 made by Mortgagor and recorded in the Recorder's Office of Cook County, Illinois on September 29, 1987 as document number 87531694 (the "Mortgage") and by an Assignment of Rents and of Lessor's Interest in Leases dated September 18, 1987 made by the Partnership and recorded in the Recorder's Office of Cook County, Illinois on September 29 as document number 87531695 (the "Assignment of Rents"). The Mortgage and the Assignment of Rents encumber the parcel of land described on Exhibit A attached hereto and made a part hereof.

C. BCJV and LaSalle entered into a First Amendment to Loan and Security Agreement dated as of September 23, 1992 (the "First Amendment"; the Original Loan Agreement as amended by the First Amendment is hereinafter referred to as the "Amended Loan Agreement"). Pursuant to the First Amendment, BCJV executed and delivered to LaSalle a Substitute Note dated as of September 23, 1992 in the original principal sum of $3,500,000 (the "Substitute Note") in substitution for and not in payment of the Original Note.

D. The Substitute Note was secured by, inter alia, a First Amendment to Mortgage, Assignment of Rents and Security Agreement

and of Assignment of Rents and of Lessor's Interest in Leases dated as of September 23, 1992 made by Mortgagor and the Partnership and recorded in the Recorder's Office of Cook County, Illinois on September 24, 1992 as document number 92708532 (the "First Mortgage Amendment"; the Original Mortgage, as amended by the First Mortgage Amendment is referred to herein as the "Amended Mortgage" and the Assignment of Rents as amended by the First Mortgage is referred to herein as the "Amended Assignment").

E. The Bank is LaSalle's successor-in-interest under, inter alia, the Amended Loan Agreement, the Substitute Note, the Amended Mortgage and the Amended Assignment, pursuant to an assignment dated October 1, 1993 and recorded in the Recorder's Office of Cook County, Illinois on December 7, 1993 as document number 93999596.

F. BCJV and the Bank have entered into a Waiver and Second Amendment to Loan and Security Agreement dated as of August 25, 1994 (the "Second Amendment"; the Amended Loan Agreement as amended by the Second Amendment, and as the same may be further amended from time to time, is hereinafter referred to as the "Loan Agreement"). Pursuant to the Second Amendment, BCJV executed and delivered to the Bank an Equipment Loan Note dated as of August 25, 1994 in the original principal sum of $387,201 (the "Equipment Loan Note"). The loan evidenced by the Equipment Loan Note is hereinafter referred to as the "Equipment Loan." Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Amended Loan Agreement.

G. The Equipment Loan bears interest at a floating rate per annum equal to the Prime Rate plus one-quarter of one percent (1/4%). All principal outstanding under the Note together with accrued but unpaid interest shall be due and payable, if not sooner paid, on September 23, 1997.

E. Under the terms of the Second Amendment, Mortgagor and the Partnership are required to deliver this Amendment to secure the obligations of BCJV under the Equipment Loan Note.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Mortgagor and the Partnership covenants and agrees that each of the Amended Mortgage and Amended Assignment is hereby amended to secure, in addition to the items enumerated in the Amended Mortgage and the Amended Assignment, (a) the payment, when and as due and payable, of the principal sum of and interest on the Equipment Loan Note and any extensions, renewals or modifications thereof and substitutes therefor, (b) the payment of all other indebtedness which is payable under the terms of the Loan Agreement and (c) the performance and observance of the covenants and agreements contained in and the payment of all obligations and liabilities of BCJV under the Equipment Loan Note and the Loan Agreement.

Each of Mortgagor and the Partnership further agrees as follows:

1. The terms "indebtedness secured hereby" and "secured indebtedness" used in the Amended Mortgage and Amended Assignment shall mean and include the indebtedness described in clauses (a), (b) and (c) above, including, without limitation, all sums due and owing under the Equipment Loan Note. Any references to: (a) the term "Note" in the Amended Mortgage and/or the Amended Assignment shall mean, collectively and individually, the "Note" as defined in First Mortgage Amendment and any and all renewals, extensions or modifications of such and substitutions for such note, and the "Equipment Loan Note" and any and all renewals, extensions or modifications thereof and substitutions therefor; (b) the term "Loan Agreement" shall mean the "Loan Agreement" as defined in this Amendment; (c) the term "Mortgage" shall mean the Amended Mortgage as amended by this Amendment and (d) the term "this Assignment" shall mean the Amended Assignment as amended by this Amendment.

2. Mortgagor hereby remakes and adopts each and every covenant and representation made by it under the Amended Mortgage and the Partnership hereby remakes and adopts each and every covenant, representation and warranty made by it under the Amended Assignment.

3. Any default under the Amended Mortgage or the Amended Assignment shall be a default under this Amendment. Further, it shall be a default under this Amendment and under each of the Amended Mortgage and the Amended Assignment if any of the representations of Mortgagor or any of the representations or warranties of the Partnership made in this Amendment shall prove to be false in any material respect when made or if any "Event of Default" shall occur under the Second Amendment.

4. Except as modified hereby, each of the Amended Mortgage and the Amended Assignment shall remain unmodified and in full force and effect.

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

MORTGAGOR: Cosmopolitan Bank and Trust, successor Trustee to:

First Bank of Oak Park, formerly known as Oak Park National Bank, not personally, but solely as trustee under trust agreement dated March 20, 1961 and known as Trust Number 5262

By: Frank J. Pucelu III
Its: Trust Officer

ATTEST:

By:
Its: Assistant Secretary

PARTNERSHIP:

Hillside Enterprises

By:
Its:

MORTGAGEE:

LASALLE NORTHWEST NATIONAL BANK

By: Phyllis A. Cesa
Its: Assistant Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Ann M. Buzzo, a notary public in said county, in the state aforesaid, do hereby certify that _____, who is personally known to me to be the _____ of LaSalle Northwest National Bank and who is known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as _____ of said bank, as his own free and voluntary act and as the free and voluntary act of said bank.

Given under my hand and seal of office this ____ day of _____, 1994.

Ann M. Buzzo
Notary Public

OFFICIAL SEAL
ANN M. BUZZO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-3-97

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Judith Ellen Lewis, a notary public in said county, in the state aforesaid, do hereby certify that Frank J. Prucha, III, who is personally known to me to be the Trust Officer of First Bank of Oak Park and Barbara Brilek, who is personally known to me to be the Assistant Secretary of said bank, each of whom are 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 the said instrument in their respective capacities as Trust Officer and Assistant Secretary of said bank, as their own free and voluntary act and as the free and voluntary act of said bank not personally but solely as trustee under Trust Number 5262, for the uses and purposes therein set forth.

Given under my hand and seal of office this 1st day of September, 1994.

Judith Ellen Lewis
Notary Public

OFFICIAL SEAL
JUDITH ELLEN LEWIS
Notary Public, State of Illinois
My Commission Expires 8/13/98

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Florence M. Masuko, a notary public in said county, in the state aforesaid, do hereby certify that Erwin Korzen who is personally known to me to be the Managing Agent of Hillside Enterprises and who is known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as Managing Agent of said partnership, 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 seal of office this 26th day of August, 1994.

Florence M. Masuko
Notary Public

"OFFICIAL SEAL"
Florence M. Masuko
Notary Public, State of Illinois
My commission expires 12-11-95

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Exhibit A

Description of Parcel

Exhibit A
Legal Description

PARCEL 1:

THAT EAST 100 FEET OF LOT 2 IN WARREN'S SUBDIVISION OF THE WEST 300 FEET (AS MEASURED ALONG THE NORTH LINE) OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MADISON AND NORTHERN RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 150 FEET OF THE WEST 450 FEET (AS MEASURED ALONG THE NORTH LINE) OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MADISON AND NORTHERN RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 IN HILLSIDE DEVELOPMENT COMPANY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:
15-17-301-011-0000
15-17-301-012-0000
15-17-301-024-0000

Commonly known as 4545 West Harrison Street, Hillside, Illinois

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RECORD