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### FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (the "Amendment") is made as of the 15th day of December, 1993, from AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under Trust Agreement dated January 20, 1993 and known as Trust No. 116529-06 ("Trustee") to THE XXIV CORPORATION, an () linois corporation ("Lender") and is joined in by PLAZA ACQUISITION, INC. an Illinois corporation ("Beneficiary") (Trustee and Beneficiary are sometimes collectively referred to herein as "Sorrower").

> DEPT-01 RECORDING \$35.00 T#0000 TRAN 6120 01/14/94 09:55:80

COOK COUNTY RECORDER Lender and Borrower entered into a Loan Agreement dated as of the date hereof (the "Loan Agreement"), whereby Lender agreed to make a loam to Borrower in the aggregate amount of \$8,000,000.00 (the "Loan") on the terms and conditions

The Loan is evidenced by a Note and secured B. by a Mortgage (dated December 15, 1993) encumbering the property described in Exhibit A attached hereto and made a part hereof (the "Mortgage"), and other loan documents enumerated in the Loan Agreement (the "Loan Documents").

Prepared by I return to Michael Viner

contained therein.

Rosenthal and Schanlield 55 E. Monroe Street Suite 40.0 Chicago, Inincis 60603

- C. Borrower desires to obtain additional credit from Lender in the aggregate amount of \$368,000.00 in the form of a letter of credit issued by the Lender in favor of the Village of Buffalo Grove, Illinois.
- D. Lender and Borrower desire to have such additional credit added to the principal balance of the Note and be governed by the same terms and conditions of the Loan Documents, as amended by various amendments of even date herewith.
- E. Borrower is entering into this Amendment to reflect such additional credit and other modifications.

### Amendment

NOW THEPEFORE, for and in consideration of the Recitals which are made a part of this Amendment by this reference, the mutual covenants contained herein, and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

- 1. <u>Defined Terms</u>. Capitalized terms used herein or in the Mortgage which are not otherwise defined shall have the meanings given them in the Loan Agreement, as amended.
- 2. Loan Amount. The indebtedness secured by the Mortgage is hereby increased from \$8,000,000.00 to \$6,168,000.00.

  Wherever the amount "\$8,000,000.00" appears in the hortgage, the amount "\$8,368,000.00" shall be substituted therefor. Whenever "EIGHT MILLION AND 00/100 DOLLARS" or a similar phrase appears in the Mortgage, the phrase "EIGHT MILLION THREE HUNDRED SIXTY EIGHT

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THOUSAND AND 00/100 DOLLARS" shall be substituted therefor. ever the aggregate principal amount of the Loan is referred to in the Mortgage, such term shall be deemed to refer to "\$8,368,000.00".

- Full Force and Effect. The terms and provisions of the Mortgage, as amended hereby, shall remain in full force and offect. Borrower hereby reaffirms and remakes its agreements, Covenants, representations and warranties contained in the Mortgags, as amended hereby.
- (/4. Trustee Exculpation. This Amendment is executed by Trustee, not rersonally, but as Trustee aforesaid, and all of the terms, provisions and conditions to be performed hereunder by said Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against Trustee by reason thereof; provided, Novever, that nothing herein shall modify or discharge the personal liarility and responsibility of Benefi--/O/T/S OFFICE ciary or Guarantor or of any other person or entity in connection herewith.

IN WITNESS WHEREOF, Borrower has executed and deliver this Amendment as of the date first above written.

Of County Clarks Office

### BORROWER:

American National Bank and Trust Company of Chicago, as Trustee aforesaid

By:

Its:

Attest: Ita:

The Corporation

Plaza Acquisition, Inc. an Illinois corporation

By:

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STATE OF ILLINOIS SS. COUNTY OF COOK , a Notary Public in and for County and State aforesaid, do hereby certify that \_, a Vice President, and Gregory S. Kascrzyk \_, Assistant Secretary of American National Bank and Trust Company of Chicago, personally known to me to the same persons whose names are subscribed to the foregoing instrument as Such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said Bank, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustes, for the uses and purposes therein set forth. Given under my hand and notarial seal this \_\_\_ day of NEC 3 1 1993 199 Ary Conts Office ICIAL SEAL JORDANY THIEL MOTARY PUBLIC, STATE OF ILLINOIS manusula explios 02/11/96

STATE OF ILLINOIS SS. COUNTY OF COOK Before me, a Notary Public and for the County and State aforesaid, personally appeared Richard & Fangha, known to me and to me known to be the Pheadent Vary Organsivan Ir, an Illinois corporation (the "Corporation"), whose name is subscribed to the foregoing instrument as such duly authorized agent and signatory, and acknowledged that he, being thereunto duly authorized, executed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and notarial seal this 30/2 day of Vecembes . کــ 199 My Commission Expires: This Clarks Office OFFICIAL SEAL MARY C. WARDEN 3 NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/8/95.

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STATE OF ILLIN	) ss.
aforesaid, per and to me know The XVIV Coo "Corporation") instrument as acknowledged tand delivered voluntary act	re me, a Notary Fublic and for the County and State sonally appeared his hard and for the County and State of the foregoing, an Illinois corporation (the whose name is subscribed to the foregoing such duly authorized agent and signatory, and hat he, being thereunto duly authorized, executed the foregoing instrument as his own free and and as the free and voluntary act of the rethe uses and purposes therein set forth.
Desember.	n under my hand and notarial seal this 30 day of 1993.  Notary Public
My Commission I	WARY C. WARDEN  NOTARY PUBLIC, STATE OF TLLINOIS  MY COMMISSION EXPIRES - 7,8/95
	T'S OFFICE

EXRIBIT A

### Legal Description

LOT 1 IN RANCH MART SUBDIVISION, BEING A SUBDIVISION IN THE WEST 3/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Plaza at Puffalo Grove Northwest corner of Dundee Road and Buffalo Grove Road, No.: U

County
Clarks
Office Buffalo Grove, Illinois

Permanent INdea No.:

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