SECOND AMENDMENT TO MORTGAGE

AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Second Amendment to Mortgage and Security Agreement with Assignment of Rents (*"Amendment"*) dated as of February 4, 1994 between American National Bank and Trust Company of Chicago, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated April 12, 1985 and known as Trust Number 64165 (the *"Mortgagor"*) and Harris Trust and Savings Bank (the *"Mortgagee"*);

WITNESSETH:

WHEREAS, the Mortgagor has heretofore executed and delivered to the Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated July 29, 1991 and recorded with the Recorder's Office of Cook County, Illinois on August 1, 1991 as document number 91388683, as amended by that certain First Amendment to Mortgage and Security Agreement with Assignment of Rents dated September 24, 1992 and recorded with said Recorder's Office on September 24, 1992 as document number 92711187, encumbering the real property described on Schedule I attached hereto (said Mortgage and Security Agreement as so amended being referred to herein as the *"Mortgage"*); and

WHEREAS, the Mortgage secures the payment of sums due under that certain Replacement Promissory Note of A. Epstein and Sons International, Inc. (*"Epstein"*) dated September 24, 1992 in the amount of $10,300,000 (the *"Epstein Note"*) and that certain Term Loan Note of Epstein Real Estate, Inc. dated September 24, 1992 in the amount of $2,400,000 (the *"REI Note"*); and

WHEREAS, Epstein has executed and delivered to Mortgagee that certain Demand Note dated February 4, 1994 in the face principal amount of $2,000,000 (the *"Demand Note"*); and

WHEREAS, the Mortgagor and the Mortgagee desire to amend the Mortgage to secure the Demand Note in addition to the Epstein Note, the REI Note and the other indebtedness currently secured thereby;

This Document Prepared By and
After Recording Return To:
Lisa A. Olsen
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

226911.01.04

31/50 BMR

[550 W. Fulton]

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Mortgagor and the Mortgagee hereby agree that the Mortgage shall be and hereby is amended by deleting the "WHEREAS" paragraphs and by substituting therefor the following:

"WHEREAS, A. Epstein and Sons International, Inc. (*"Epstein Int'l"*) is justly and truly indebted to Mortgagee in the principal sum of Ten Million Three Hundred Thousand Dollars ($10,300,000) as evidenced by that certain Replacement Promissory Note dated September 24, 1992 and payable to the order of Mortgagee whereby Epstein Int'l promises to pay said principal sum together with interest thereon at the rates per annum described in the Credit Agreement hereinafter identified with a final maturity of all principal and interest not required to be sooner paid of April 30, 1994 (such promissory note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the *"International Note"*); and

WHEREAS, the International Note has been issued under and subject to the provisions of an Amended and Restated Credit Agreement dated September 24, 1992 between Epstein Int'l and Mortgagee (such Amended and Restated Credit Agreement being hereinafter referred to as the *"Credit Agreement"*), and the International Note evidences the $10,300,000 revolving loan (the *"International Loan"*) made pursuant to the Credit Agreement and the reimbursement obligation of Epstein Int'l with respect to letters of credit (collectively, the *"Letters of Credit"*) which may be issued thereunder in the aggregate amount not to exceed $10,300,000, with each Letter of Credit expiring no later than April 30, 1994; provided that the aggregate outstanding amount of Letters of Credit plus the International Loan shall at no time exceed $10,300,000; and

WHEREAS, Epstein Real Estate, Inc. (*"Epstein Real Estate"*) is justly and truly indebted to Mortgagee in the principal sum of Two Million Four Hundred Thousand Dollars ($2,400,000) as evidenced by that certain Term Loan Note dated September 24, 1992 and payable to the order of Mortgagee whereby Epstein Real Estate promises to pay said principal sum no later than July 1, 1997 together with interest thereon at the rates per annum described in said Term Loan Note (such term loan note and any and all notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the *"Real Estate Note"*); and

WHEREAS, Epstein Int'l is justly and truly indebted to Mortgagee in the principal sum of Two Million Dollars ($2,000,000) as evidenced by that certain Demand Note dated February 4, 1994 and payable to the order of Mortgagee whereby Epstein Int'l promises to pay said principal sum upon demand together with interest thereon at the rate per annum described in said Demand Note (such Promissory Note and any and all notes issued in renewal thereof or in substitutional replacement therefore being referred to herein as the *"Demand Note"*; the International Note, the Real Estate Note and the Demand Note being hereinafter together referred to as the *"Notes"*);"

All of the terms, provisions, agreements and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby.

No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage, any reference in any such instrument or document to be deemed a reference to the Mortgage as amended hereby.

This Amendment may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one instrument.

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

(SEAL)

ATTEST:

Its Asst Secretary

Anita Lutkus

Type of Print Name

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as Aforesaid and not Personally

By:

Its Vice President

J. M. Whelan

Type or Print Name

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

HARRIS TRUST AND SAVINGS BANK

By Thomas R. Ciambrone

Its Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Dorothy Thiel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL WHELAN, VICE President of American National Bank and Trust Company of Chicago, a national banking association, and Anita M. Lutku ASSISTANT Secretary of said national banking association, who are personally known to me to be 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 act and as the free and voluntary act of said national banking association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that he, as custodian of the seal of said corporation, did affix the corporate seal of said national banking association to said instrument, as his own free and voluntary act and as the free and voluntary act of said national banking association as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7 day of Feb, 1994.

Dorothy Thiel
Notary Public

Dorothy Th
(TYPE OR PRINT NAME)

(SEAL)

"OFFICIAL SEAL"
DOROTHY THIEL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/11/96

My Com

94145961

94145961

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Patricia M. Schroeder, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gregory A. Cimbrone, Vice President of Harris Trust and Savings Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President 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 bank.

Given under my hand and notarial seal, this 10th day of February, 1994.

Patricia M. Schroeder
Notary Public
PATRICIA M. SCHROEDER
(TYPE OR PRINT NAME)

"OFFICIAL SEAL"
Patricia M. Schroeder
Notary Public, State of Illinois
My Commission Expires 2/24/96

(SEAL)

My Commission Expires:
February 24, 1996

DEPT-01 $31.50
T#4444 TRAN 4986 02/15/94 14:19:00
#4738 # LF *-94-145961
COOK COUNTY RECORDER

94145961

"OFFICIAL SEAL"
Patricia M. Schroeder
Notary Public, State of Illinois
My Commission Expires 2/24/96

SCHEDULE I

Legal Description

PARCEL 1:
THAT PART OF LOT 8 LYING SOUTHWEST OF MILWAUKEE AVENUE IN BLOCK 12, IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14

PARCEL 2:
THAT PART OF LOT 9 LYING SOUTH AND WEST OF MILWAUKEE AVENUE IN BLOCK 12, IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:
THAT PART OF LOT 9 LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE, ALL IN BLOCK 12 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:
ALL THAT PART OF LOT 1, EXCEPT THE NORTHERLY 12 FEET MEASURED PERPENDICULAR, ALL OF LOT 2, EXCEPT THE NORTHERLY 12 FEET MEASURED PERPENDICULAR LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE AND ALL OF LOT 8 LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE, AND ALL OF LOT 4, ALL IN BLOCK 12 OF THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL THAT PART OF LOTS 1 AND 2 OF CANAL TRUSTEES' SUBDIVISION OF LOT 3 OF BLOCK 12 IN SAID ORIGINAL TOWN OF CHICAGO LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE, ALL THAT PART OF LOTS 1 AND 2 OF CANAL TRUSTEES SUBDIVISION OF LOT 5 OF BLOCK 12 IN SAID ORIGINAL TOWN OF CHICAGO LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE AND ALL THAT PART OF LOT 1 OF CANAL TRUSTEES' SUBDIVISION OF LOT 6 OF BLOCK 12 IN SAID ORIGINAL TOWN OF CHICAGO LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE, AND ALL THAT PART OF THE VACATED NORTH-SOUTH 18 FEET WIDE ALLEY LYING BETWEEN THE AFORESAID LOTS, ALL IN BLOCK 12 IN SAID ORIGINAL TOWN OF CHICAGO, COOK COUNTY, ILLINOIS

Property Address: 550 West Fulton Street and vacant property lying northeast of Milwaukee Avenue, all in Chicago, IL

P.I.N. No.: 17-09-304-007-0000; 17-09-304-008-0000;
17-09-303-007-0000; 17-09-303-005-0000;
17-09-303-014-0000; 17-09-303-015-0000.

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