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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Allied Asphalt Paving Company
Higgins/Des Plaines
Cook County, Illinois

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SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "Amendment"), dated as of March 25, 1994, is entered into by and between ALLIED ASPHALT PAVING COMPANY, an Illinois corporation (the "Mortgagor"); and CONTINENTAL BANK N.A., a national banking association having its principal office at 231 South LaSalle Street, Chicago, Illinois 60697 (the "Lender"). For purposes of this Amendment, all terms capitalized but not specifically defined herein which are capitalized and defined in the Mortgage (hereinafter defined) shall have the same respective meanings for purposes hereof as in the Mortgage.

4/30/94

RECITALS:

A. Raymond E. Plote ("Plote") and Janice Plote own 100% of the outstanding common stock of the RJP, Inc., an Illinois corporation ("RJP"), which owns, directly or indirectly, 100% of the outstanding common stock of (i) Beverly Gravel, Inc., an Illinois corporation ("Beverly"), and (ii) Mortgagor; and Plote owns 100% of the outstanding common stock of each of (i) Boulder Ridge Country Club, Inc., an Illinois corporation ("BRCC"), and (ii) Par Development, Inc., an Illinois corporation ("Par"); and as such, Plote, RJP, Beverly, Mortgagor, BRCC and Par are related entities, each with related financial interests.

B. To secure (among other things) the obligations of RJP, BRCC and Par under the Loan Agreements and the Notes, as the same may have been or may be amended, modified, supplemented or restated from time to time, the Mortgagor (which is the sole owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto and made a part hereof) executed and delivered those certain and identical Mortgage, Assignment of Rents and Security Agreements dated as of August 27, 1990 and August 31, 1990 respectively and filed on October 30, 1990 with the Registrar of Titles of Cook County, Illinois as Document No. 3922640 and recorded on October 30, 1990 with the Recorder of Deeds of Cook County, Illinois as Document No. 90530618, which was amended pursuant to these certain and identical First Amendments to Mortgage, Assignment of Rents and Security Agreements ("First Amendment") dated June 10, 1992 and recorded on July 13, 1993 with the Recorder of Deeds of Cook County, Illinois as Document No. 93537721, and also recorded on July 15, 1993 (the real estate

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having been de-registered) as Document No. 93547952 (the "Mortgage").

C. The Par Credit Agreement and the Par Credit Note have been amended and restated and Par and Lender are entering into a new term loan agreement.

D. The parties hereto are entering into this Amendment to (among other things) amend the Mortgage to (i) reflect the foregoing, (ii) clarify that certain interests of the Borrower are included in and deleted from the definition of Mortgaged Property, (iii) reflect modification of some of the descriptions of the Loan Agreements and Notes, and (iv) secure the Second Par Loan Agreement and the Second Par Note and the Guaranty (each hereinafter defined).

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

1. Amendments to the Mortgage. The Mortgage is hereby amended as follows:

(a) in the definition of "Borrowing Group" in the first paragraph on page one of the Mortgage, the following is deleted: "(v) September 22, 1977 and known as Trust No. 11-1364;"

(b) in the last line of the first "WHEREAS" clause on page one of the Mortgage (relating to the RJP Note), the date "September 30, 1995" is deleted and replaced with "August 27, 1995."

(c) in exchange for the RJP Credit Note, as defined in the second "WHEREAS" paragraph on page one of the Mortgage, RJP has executed a Promissory Note dated June 10, 1992 in the principal amount of Nine Million Dollars (\$9,000,000.00) and delivered the same to Lender and all references to the RJP Credit Note shall be deemed to mean such Promissory Note.

(d) the following is added to the last line of the third "WHEREAS" clause of the Mortgage (which clause was added to the Mortgage pursuant to Section 1(c) of the First Amendment) after the word "Agreement": "and which Revolving Credit Note shall mature as provided therein and in the Revolving Credit Agreement, but in no event later than December 31, 1995;"

(e) the second "WHEREAS" clause on page two of the Mortgage is hereby deleted and replaced with the following:

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WHEREAS, Par has executed and delivered to Lender an Amended and Restated Promissory Note of even date herewith payable to the order of Lender in the principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000), or such lesser amount as may be disbursed thereon, all or part of which amount may be borrowed, repaid and reborrowed, as provided in the Amended and Restated Line of Credit Agreement (the "Par Credit Agreement") of even date herewith executed by Par and Lender (said note, together with all notes issued in substitution or exchange therefor, as any of the foregoing may from time to time be amended, is hereinafter called the "Par Credit Note"), which Par Credit Note bears interest as more fully described therein and in the Par Credit Agreement, and which Par Credit Note is payable to Lender as provided therein, but in no event later than May 31, 1994 unless extended by Lender, which extensions shall in no event exceed twenty (20) years from the date hereof; and

(f) the following paragraph is hereby added after the fourth "WHEREAS" clause of page one of the Mortgage (which clause was added pursuant to Section 1.(c) of the First Amendment):

WHEREAS, Par has executed and delivered to Lender a Promissory Note dated of even date herewith payable to the order of Lender in the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000), or such lesser amount as may be disbursed thereon, as provided in the Term Loan Agreement (the "Second Par Loan Agreement") dated of even date herewith executed by Par and Lender (said note, together with all notes issued in substitution or exchange therefor as any of the foregoing may from time to time be amended, is hereinafter called the "Second Par Note"), which Second Par Note bears interest as more fully described therein and in the Second Par Loan Agreement and which Second Par Note shall mature as provided therein and in the Second Par Loan Agreement, but in no event later than December 31, 1995; and

(g) the following paragraph is hereby added after the fifth "WHEREAS" clause on page two of the Mortgage:

WHEREAS, Plote has executed and delivered to Lender a Guaranty of the obligations of Borrower pursuant to a Guaranty dated August 27, 1990 (herein as it may be supplemented, amended or modified the "Guaranty")

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(h) the following shall be added to the fifth line of Section 1.18 after the word "Borrower", "or cause or permit to occur a Prohibited Transfer (as defined in the Par Credit Agreement)";

(i) in Section 2.01(h) the words "by Borrower" are hereby deleted and replaced with "or any interest in Borrower";

(j) In Section 3.18 the amount of "13,000,000.00" is hereby deleted and replaced with "12,500,000.00";

(k) in Sections 1.11 and 2.03(c), the percentage of "two percent (2%)" is hereby deleted and replaced with "two and one-half percent (2.5%)";

(l) all references in the Mortgage to the "Loan Agreements" shall be deemed to include the Second Par Loan Agreement;

(m) all references in the Mortgage to the "Notes" shall be deemed to include the Second Par Note; and

(n) all references to the "Other Agreements", "indebtedness" or the "indebtedness secured hereby" shall be deemed to include the Guaranty so that the Mortgage shall be deemed to secure all of the obligations under the Guaranty.

2. References to the Mortgage. Each reference in the Mortgage to "this Mortgage," "hereunder," "hereof," or words of like import shall, except where the context may otherwise require, be deemed a reference to the Mortgage as amended hereby.

3. Confirmation of the Mortgage. Except as amended hereby, the Mortgage shall remain in full force and effect and is hereby ratified and confirmed in all respects. It is the intent of the parties hereto that nothing contained herein shall be construed to release, cancel, terminate or otherwise adversely affect the liens, claims, rights and security interests granted to Lender under the Mortgage. The Mortgage as amended hereby shall now secure the obligations of Par under the Second Par Note and the Second Par Loan Agreement, as well as all other obligations stated therein with all the priorities enjoyed by the Mortgage at its inception.

4. Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

5. Successors. This Amendment shall be binding upon the Mortgagor and the Lender and their respective successors and assigns, and shall inure to the benefit of the Trust, the

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Beneficiary and the Lender and the successors and assigns of Lender.

6. Fraudulent Conveyance. Notwithstanding anything to the contrary contained in the Mortgage as amended hereby, the indebtedness secured by the Mortgage shall be limited to the maximum amount of such indebtedness which may be secured without violating any fraudulent conveyance or fraudulent transfer law (plus all costs and expenses paid or incurred by Lender in enforcing the Mortgage).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed at Chicago, Illinois by their respective officers thereunto duly authorized as of the date first written above.

ALLIED ASPHALT PAVING COMPANY, an Illinois corporation

By: [Signature]
Name: Raymond E. Plote
Title: Pres

CONTINENTAL BANK N.A., a national banking association

By: [Signature]
Name: John J. Conroy
Title: Vice President

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STATE OF ILLINOIS)

COUNTY OF DuPage)

) SS

I, ANN T. Trombino, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN J. COMPERNOLE, personally known to me to be the VICE PRESIDENT of CONTINENTAL BANK N.A., a national banking association, and personally 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 as such VICE PRESIDENT he or she signed and delivered the said instrument as VICE PRESIDENT of said association, pursuant to authority given by the Board of Directors of said association, as his or her free and voluntary act, and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of MARCH, 1994.

Ann T. Trombino
Notary Public

My Commission expires:
ANN T. TROMBINI
Notary Public, State of Illinois
DU PAGE COUNTY, ILLINOIS
My Commission Expires Aug. 2, 1995

STATE OF ILLINOIS)
COUNTY OF DuPage)

) SS

I, ANN T. TROMBINI, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RAYMOND E. PLOTE, personally known to me to be the PRESIDENT of ALLIED ASPHALT PAVING COMPANY, an Illinois corporation, and personally 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 as such PRESIDENT he or she signed and delivered the said instrument as PRESIDENT of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his or her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of MARCH, 1994.

Ann T. Trombino
Notary Public

My Commission expires:
ANN T. TROMBINI
Notary Public, State of Illinois
DU PAGE COUNTY, ILLINOIS
My Commission Expires Aug. 2, 1995

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254 Old Higgins Road
Des Plaines, Illinois
Cook County, Illinois

EXHIBIT A

PARCEL 1:

That part of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of Northeast 1/4 of said Section 36, thence Easterly along the North line of Northeast 1/4 of said Section 36 a distance of 1335.1 feet to East line of West 1/2 of said Northeast 1/4 thence Southerly along the East line of West 1/2 of Northeast 1/4 of said Section 36, a distance of 242.5 feet to a point on the Southerly right-of-way line of Chicago and Northwestern Railroad for a point of beginning, thence continuing along the last described course a distance of 798.2 feet, thence Westerly at right angles to last described course a distance of 298.9 feet thence Southerly parallel to the East line of the West 1/2 of Northeast 1/4 of said Section a distance of 313.7 feet to the center line of Higgins Road, thence Northwesterly along said center line of Higgins Road, a distance of 30.1 feet to the center line of Higgins Road; thence Northerly and parallel to the East line of the West 1/2 of the Northeast 1/4 of said section, a distance of 568.7 feet; thence on an angle to the right 28 degrees, 14 minutes from the last described course, a distance of 516.25 feet to the Southerly right-of-way line of the Chicago and Northwestern Railroad; thence Northeasterly along the Southerly line of said railroad, a distance of 116.2 feet to the point of beginning, except that part dedicated for highway purposes, all in Cook County, Illinois.

PARCEL 2:

The West 100 feet, as measured at right angles to the West line thereof, of that part of the East 1/2 of the Northeast 1/4 of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian, lying North of the center line of Higgins Road, lying South of the Southwesterly line of the 100 foot wide right-of-way of the Chicago and Northwestern Railroad Company, and also lying South of a line drawn from a point on the Southeasterly right-of-way line of said railway company, said point being 302.18 feet Southwesterly of the North line of said Section 36 as measured along said right-of-way line, to a point on the East line of said Section 36, said point being 292.0 feet North of the center line of Higgins Road, as measured along the East line of said Section 36, (excepting from said West 100 feet

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that part thereof described as follows: Commencing at a point on the West line of said East 1/2 of the Northeast 1/4, 340 feet North of the North line of Higgins Road as measured on said West line; thence East at right angles to said West line, a distance of 67 feet; thence Southerly, parallel with said West line, 387.83 feet to the center line of Higgins Road; thence Westerly along the center line of Higgins Road, 68.47 feet to said West line; thence Northerly along said west line, 373.72 feet to the point of beginning), all in Cook County, Illinois.

Common Street Address: 254 Old Higgins Road, Des Plaines,
Illinois

PIN: 08-36-200-014
08-36-201-018

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Michele G. Magner
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603

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