95490949

After recording please return this document to:

Caryn L. Finkle, Esq. Sonnenschein Nath & Rosenthal 8000 Sears Tower Chicago, Ilinois 60606

DEPT-01 RECORDING \$35.50 197777 TRAN 5892 07/27/95 13:32:00 +0637 まちに メータジーチタルタチタ COOK COUNTY RECORDER DOMEST OF PORALIY \$32,00

700-71/4 LANDWHER ROAD, NORTHBROOK, ILLINOIS



SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FINANCING STATEMENT, AND FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

This Second Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement, and First Amendment to Assignment of Leases and Rents (this "Amendment") is made as of May 12, 1995, by and among FIRST INDUSTRIAL, L.P., a Delaware limited partnership ("FILP"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association ("First Chicago"), individually and as agent for itself and to: Lenders (as such term is defined in the Revolving Credit Agreement described below) and its and their respective successors and assigns ("Lender").

First Chicago, FILP, First Industrial Pennsylvania, L.P. ("FILP-PA"; FILP and FILP-PA are collectively referred to herein as "Borrower") (FILP's general partner, Agent and the other Lenders have entered into a Second Amended 2.1d Restated Revolving Credit Agreement dated as of May 12, 1995 (the "Revolving Credit Agreement"). All

B. As security for the performance of Borrower's obligations under the Revolving Credit Agreement, Borrower executed and delivered (or caused to be executed and delivered) to Lender, among other things, (i) a Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement, dated as of June 30, 1994, as amended "Mortgage"), made by FILP in favor of Lender and of the Recorder of Cook Court (ii) an Assignment of Rents and Leases, dated as of June 30, 1994, as amended (collectively, the "Assignment"), made by FILP in favor of Lender and recorded on July 6, 1994 with the Recorder as Document No. 94-585826. Both the Mortgage and the Assignment grant to Lender security interests in the real property described in Exhibit A attached hereto and made a part hereof, together with the improvements and other real and personal property interests relating thereto and more particularly described in such documents.

All the second

C. Pursuant to the terms of the Revolving Credit Agreement the Aggregate Commitment has been increased from \$100,000,000 to \$150,000,000. The parties hereto desire to further amend the Mortgage and the Assignment in order to reflect the increase in the Aggregate Commitment.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

- 1. The foregoing Recitals and all Exhibits attached hereto are hereby incorporated into and made a put of this Amendment.
- 2. The references to the amount "\$100,000,000" in (i) the first paragraph of the Mortgage, and (ii) Section 14 of the Mortgage are hereby deleted and the amount "\$150,000,000" is in each instance substituted in lieu thereof.
- 3. The reference to "\$100,000,000" in the first sentence of Section 4 of the Assignment is hereby deleted and the amount "\$150,000,000" is substituted in lieu thereof.
- 4. All references in the Mortgage, the Assignment, the other Loan Documents and the Security Documents to the Mortgage and/or the Assignment shall be deemed to refer to the Mortgage and/or the Assignment as amended by this Amendment.
- 5. In all other respects, the Mortgage and the Assignment are and remain unmodified and in full force and effect and are hereby ratified and confirmed.
- 6. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties here'o may execute this Amendment by signing any such counterpart.

354305 C

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

Print Name: Name: Kevin L. Gillen

Print Name: Kevin L. Gillen

Print Name: Value Anne History

Print Name: Pale (2) Anne History

WITNESSES:

THE FIRST NATIONAL BANK OF CHICAGO, individually and as Agent

Its Vice President

MARK D. ZEISLOFT

VICE PRESIDENT

Print Name:

FIRST INDUSTRIAL L.P., Delaware limited partnership

By: First Industrial Realty Trust, Inc., its general partner

By: Madaiff
Its: 18051(184)

STATE OF THOUS) SS. COUNTY OF ('U.k.)
COUNTY OF ('U.k.)
BEFORE ME, a Notary Public in and for said County and State, personally appeared higher form by me known to be the headlest of First Industrial Realty Trust, Inc., a Delaware corporation, the general partner of First Industrial L.P., a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such higher of such general partner of such limited partnership, and who, being duly sworn, stated that he signed and delivered the foregoing Amendment as such higher of such general partner of such limited partnership as his own free and voluntary act and as the free and voluntary act of such general partner and such limited partnership for the uses and purposes therein set forth.
WITNESS my hand and Notary Seal this 1th day of May, 1995.
Mire Dylnersker Notary Public
√ Notary Public

My Commission expired DOURANSKI NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. NOV. 3,1995

County Clark's Office This instrument was prepared by and after recording please return this document to:

Caryn L. Finkle, Esq. Sonnenschein Nath & Rosenthal 8000 Sears Tower Chicago, Illinois 60606

STATE OF ILLINOIS)
) S.S. COUNTY OF COOK)
BEFORE ME, a Notary Public in and for said County and State, personally appeared Miles of Chicago, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such with the signed and delivered the foregoing Amendment as such with the foregoing Amendment as such with the foregoing Amendment as such with the foregoing association as his own free and voluntary act and as the free and voluntary act of such national banking association, for the uses and purposes therein set forth. WITNESS my hand and Notary Seal this day of May, 1995.
Ox Call Clac
Notary Public
My Commission expires:
2/1/95
WITNESS my mand and Notary Seal this day of May, 1995. Unit Cure Notary Public

EXHIBIT A

EGAL DESCRIPTION:

AD RESUBDIVISION OF LOT 1 IN

Y HARBOR INDUSTRIAL PARK UNIT N

CCTION 5, TOWNSHIP 42 NORTH, RANGE,

IN COOK COUNTY, ILLINOIS.

A 4 - 05 - 304 - 03 OT 1 IN LANDWEHR ROAD RESUBDIVISION OF LOT 1 IN BLOCK 4 IN THE FIRST ESUBDIVISION OF SKY HARBOR INDUSTRIAL PARK UNIT NUMBER 1 SUBDIVISION IN THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD RINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.