BECOND AMENDMENT OF MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

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COOK COUNTY RECORDER

This Second Amendment

("Amendment") of

Mortgage, Assignment of

Rents, Security Agreement

and Fixture Financing

Statement is made as of

September 29, 1995, by and between GREAT LAKES REIT, Inc., a Maryland corporation ("Borrower") with a mailing address of 2311 W. 22nd Street Suite 109, Oakbrook, Illinois 60521, and American / National Eank and Trust Company of Chicago, a national banking association ("Larder"), with a mailing address at 33 North LaSalle of Street, Chicago, Illinois 60690, Attention: Kevin Faley, and pertains to the raal estate commonly known as 3400 Dundee, Northbrook, Illinois and legally described in Exhibit "A" attached hereto and made a part hereof ("Property").

LECITALS

- A. The Borrower and the Lender have previously entered into a certain Secured Revolving Loan Agreement, dated June 1, 1994, which was modified by that certain Amended and Restated Secured Revolving Loan Agreement, dated as of September 28, 1994 (the "Restated Agreement"), pursuant to which the Lender agreed to provide the Borrower with revolving loans in the maximum aggregate principal amount of Twelve Million Dollars (\$12,000,000), evidenced by a revolving note, dated June 1, 1994 (the "Restated Note").
- B. To secure the obligations of the Borrower under the Restated Note and Restated Agreement, Borrower executed and delivered to Lender a Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement, dated as of June 1, 1994, with respect to the Property, which was recorded on June 27, 1994, with the Recorder of Deeds of Cook County, Illinois, as Document No. 94560173, as amended by a certain First Amendment of

Document prepared by and after recording to be returned to:

James G. Haft Esq. Holleb & Coff 55 E. Monroe St., Suite 4100 Chicago, Illinois 60603

5019099.02B 09/26/95 at 5:40pm Property Address: 3400 Dundee Northbrook, Illinois

Tax Identification No.: 04-05-304-014 04-05-304-019 04-05-304-020

BOX 333-CTI

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Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement, dated September 28, 1994 and recorded on September 30, 1994 with the Recorder of Deeds of Cook County, Illinois, as Document No. 94849975 (collectively, the "Original Mortgage").

- C. The Borrower and Lender have agreed to amend the Restated Agreement to increase the maximum aggregate principal amount of available loans to Twenty-Two Million Dollars (\$22,000,000) ("Loan") and extend the maturity date of the Loan to June 30, 1996 (unless sconer due pursuant to the Agreement, as hereafter defined), which agreement is evidenced by the First Amendment to Amended and Restated Secured Revolving Loan Agreement, of even date herewith.
- D. Pursyant to the Agreement, Borrower has agreed to modify the Original Mortgage to secure the Loan. The Original Mortgage, as amended by this Amendment is referred to as the "Mortgage".

NOW THEREFORE, in consideration of the recitals, which are hereby incorporated herein by this reference as if fully set forth below, the Lender's agreement to modify the terms of the Restated Agreement, and the mutual acvenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. To the extent the terms of this Amendment conflict with those of the Original Mortgage, the terms of this Amendment shall prevail. Unless otherwise defined herein, all terms used herein shall have the same meaning as set forth in the Original Mortgage.
- 2. As used in the Mortgage, the defirition of "Agreement" is amended to mean the Restated Agreement, as amended by the First Amendment to Amended and Restated Secured Revolving Loan Agreement, of even date herewith.
- 3. As used in the Mortgage, the definition of "Note" is amended to mean that certain \$22,000,000 Revolving Note, of even date herewith, which constitutes a substitute note for the Restated Note.
- 4. As used in the Mortgage, the definition of "Loan Documents" shall mean the Note, the Agreement, the Mortgage, and all other documents or instruments which are executed and/or delivered to Lender as additional evidence of, or security for repayment of, the Loan whether now or hereafter existing, and all renewals, amendments, extensions and modifications thereof and thereto.
- 5. The Mortgage shall secure payment of the Note and the performance of all obligations of Borrower under the Agreement.

5019099,07B 09/26/95 at 5:40pm

- 6. Delete the second sentence of Section 3.18 of the Mortgage and replace with: "The indebtedness evidenced by the Note includes sums in the maximum principal amount of Twenty-Two Million Dollars (\$22,000,000), portions of which may be advanced, paid and readvanced from time to time".
- 7. As modified hereby, the Mortgage remains in full force and effect.

IN WITNESS WHEREOF, Borrower and Londor have executed this Amendment as of the date and year first above written. 600 COO,

GREAT LAKES REIT, Inc., a Maryland corporation

By:

ATTEST:

Its:

NATIONAL Bank AMERICAN VND TRUST

COMPANY OF CHICAGO

5019099,02B 09/26/95 at 5:40pm

STATE OF ILLINOIS SS. COUNTY OF COOK

a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin Faley personally known to me to be a Second Vice President of American National Bank and Trust Company of Chicago, is the same person whose name is subscribed to the foregoing instrument and in such capacity, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day September, 1995.

SOUNTY CLOPA'S OFFICE

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard A. May and Richard L. Rasley, personally known to me to be the President and Secretary of Great Lakes REIT, Inc., are the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, appeared before me this day in person and acknowledged that as such they signed and delivered the said instrument pursuant to authority, as their free and voluntary acts, and is the free and voluntary acts and deeds of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of September, 1995.

Notary Public

OUNTY CLORA'S OFFICE

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

THE NORTH 1 ACRE OF THE WEST 2 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET OF THE WEST 16 FEET) OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

Parcel 3:

THE WEST 4 ACRES (EXCEPT THEREFROM THE FOLLOWING: THE NORTH 1 ACRE OF THE WEST 2 ACRES THEREOF; THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES THEREOF, AND THE SOUTH 50 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3, AS CREATED BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK, LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1978 AND KNOWN AS TRUST NUMBER 10-33602-09 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1983 AND KNOWN AS TRUST NUMBER 60300, DATED JULY 9, 1984 AND RECORDED JULY 13, 1984 AS DOCUMENT 27171232, AND BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE ABOVEMENTIONED PARTIES, DATED SEPTEMBER 11, 1985 AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85320712 FOR INGRESS, EGRESS, DRIVEWAY AND OFF-STREET PARKING OVER PORTIONS OF THE FOLLOWING LEGAL DESCRIPTIONS:

PARCEL "A":

THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42

NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

PARCEL "B":

THE EAST 2 ACRES OF THE WEST 6 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN IN CASE NO. 70L1934, BY THE COUNTY OF COOK), IN COOK COUNTY, ILLINOIS.

P.I.N. 04-03-304-014, 04-05-304-019, 04-05-304-020

Common Address: 3400 Dundee Northbrook, Illinois