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Prepared by and
upon recording return to:
Gregory J. Bynan, Esq.
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601

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COOK COUNTY RECORDER

THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "Agreement"), dated as of September 8, 1995, is entered into by and between ALLIED ASPHALT PAVING COMPANY, an Illinois corporation ("Borrower") and BANK OF AMERICA ILLINOIS (a/k/a CONTINENTAL BANK N.A.), 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 that are capitalized and defined in the Mortgages (hereinafter defined) shall have the same respective meanings for purposes hereof as in the Mortgages.

RECITALS:

A. Raymond E. Plote ("Plote") and Janice Rae Plote own 95% and 5%, respectively, of the outstanding common stock of 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) Allied Asphalt Paving Company, an Illinois corporation ("Allied"); 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, Allied, BRCC and Par are related entities, each with related financial interests.

B. In connection with the extension of loans and advances by the Lender to RJP, the Lender and RJP have heretofore entered into (i) that certain Revolving Credit Agreement dated as of December 19, 1988 (as amended, restated, supplemented or otherwise modified from time to time, the "RJP Revolver Agreement"), (ii) that certain Term Loan Agreement dated as of August 27, 1990 (as amended, restated, supplemented or otherwise modified from time to time, the "RJP Term Agreement"); and (iii) that certain Line of Credit Agreement dated as of August 27, 1990 (as amended, restated, supplemented or otherwise modified from time to time, the "RJP Line

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Agreement", and together with the RJP Revolver Agreement and the RJP Term Agreement, the "Original RJP Loan Agreements").

C. In connection with the extension of loans and advances by the Lender to Par, the Lender and Par have heretofore entered into (i) that certain Term Loan Agreement dated as of August 27, 1990 (as amended, restated, supplemented or otherwise modified from time to time, the "First Par Term Agreement"), (ii) that certain Term Loan Agreement (Model Homes) dated as of March 25, 1994 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Par Term Agreement"), and (iii) that certain Amended and Restated Line of Credit Agreement dated as of March 25, 1994 (as amended, restated, supplemented or otherwise modified from time to time, the "Par Line Agreement"), and together with the First Par Term Agreement and the Second Par Term Agreement, the "Original Par Loan Agreements").

D. In connection with the extension of loans and advances by the Lender to BRCC, the Lender and BRCC have heretofore entered into that certain Term Loan Agreement dated as of August 27, 1990 (as amended, restated, supplemented or otherwise modified from time to time, the "BRCC Loan Agreement"), and together with the Original RJP Loan Agreements and the Original Par Loan Agreements, the "Original Loan Agreements").

E. To secure (among other things) the obligations of RJP, BRCC and Par under the Original Loan Agreements and the Notes as defined in and delivered pursuant to the Original Loan Agreements (as amended, restated, supplemented or otherwise modified from time to time, and any notes given or made in substitution therefor, the "Notes"), the Borrower (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 Mortgage, Assignment of Rents and Security Agreements each dated, filed and recorded as described below (each an "Original Mortgage", collectively the "Original Mortgages"). The Original Mortgages have been amended by corresponding First Amendments to Mortgage, Assignment of Rents and Security Agreement (the "First Amendments") each dated, filed and recorded as described below, and have been further amended by corresponding Second Amendments to Mortgage, Assignment of Rents and Security Agreement (the "Second Amendments"), and together with the Original Mortgages and the First Amendments, the "Mortgage" and collectively, the "Mortgages") each dated, filed and recorded as described below:

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<u>Mortgaged Property</u>	<u>Original Mortgage</u>	<u>First Amendment</u>	<u>Second Amendment</u>
4105 W. Harrison Hillside	Dated as of August 27, 1990; Filed with the Registrar of Titles of Cook County on October 30, 1990 as Document 3922641	Dated as of June 10, 1992; Recorded with the Cook County Recorder of Deeds on July 15, 1993 as Document 93547951	Dated as of March 25, 1994; Recorded with the Cook County Recorder of Deeds on April 11, 1994 as Document 94323604
254 Old Higgins Rd Des Plaines	Dated as of August 27, 1990; Filed with Registrar of Titles of Cook County on October 30, 1990 as Document 3922640; Dated as of August 31, 1990; Recorded with the Cook County Recorder of Deeds on October 30, 1990 as Document 90530618.	Dated as of June 10, 1992; Recorded with Cook County Recorder of Deeds on July 13, 1993 as Document 93537721 and on July 15, 1993 as Document 93-547952	Dated as of March 25, 1994; Recorded with Cook County Recorder of Deeds on April 11, 1994 as Document 94323605

Collectively, the Mortgages encumber certain real property situated in Cook County, Illinois and legally described on Exhibit A hereto.

F. Concurrently herewith, each of the Original Loan Agreements (other than the BRCC Loan Agreement which shall cease to be in force and effect as of the date hereof) is being amended and restated (the "Amended Loan Agreements") to provide for the amendment of the terms and conditions as set forth therein, including, without limitation (i) the consolidation of the facilities outstanding under the Original RJP Loan Agreements; (ii) the consolidation of the facilities outstanding under the BRCC Loan Agreement, the First Par Term Agreement and the Second Par Term Agreement, and (iii) an increase in the aggregate amount of loans and advances made or to be made by Lender under the Original RJP Loan Agreements.

G. The parties hereto desire to amend the Mortgages to reflect that the Mortgages, as amended hereby, continue to secure, inter alia, the obligations of RJP and Par under and with respect to the Original Loan Agreements, as amended, and the Notes issued pursuant thereto.

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THEREFORE, in consideration of the Recitals herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. AMENDMENTS TO THE MORTGAGE.

1.1 Introduction. The reference to "Continental Bank N.A., a national banking association" in the introductory paragraph is hereby amended by deleting it in its entirety and inserting "Bank of America Illinois (f/k/a Continental Bank N.A.)" in lieu thereof.

1.2 Definition of Loan Agreement. The parenthetical clause "(the Loan Agreement)" in the first "WHEREAS" clause is hereby amended by deleting it in its entirety and inserting "(as amended, restated, supplemented or otherwise modified from time to time, the Loan Agreement)" in lieu thereof.

1.3 Definition of RJP Credit Agreement. The parenthetical clause "(the RJP Credit Agreement)" in the second "WHEREAS" clause is hereby amended by deleting it in its entirety and inserting "(as amended, restated, supplemented or otherwise modified from time to time, the RJP Credit Agreement)" in lieu thereof.

1.4 Definition of Revolving Credit Agreement. The parenthetical clause "(the Revolving Credit Agreement)" in the third "WHEREAS" clause (which clause was added pursuant to the First Amendment) is hereby amended by deleting it in its entirety and inserting "(as amended, restated, supplemented or otherwise modified from time to time, the Revolving Credit Agreement)" in lieu thereof.

1.5 Definition of Second Par Credit Agreement. The parenthetical clause "(the Second Par Credit Agreement)" in the fifth "WHEREAS" clause (which clause was added pursuant to the Second Amendment) is hereby amended by deleting it in its entirety and inserting "(as amended, restated, supplemented or otherwise modified from time to time, the Second Par Credit Agreement)" in lieu thereof.

1.6 Definition of Par Loan Agreement. The parenthetical clause "(the Par Loan Agreement)" in the sixth "WHEREAS" clause is hereby amended by deleting it in its entirety and inserting "(as amended, restated, supplemented or otherwise modified from time to time, the Par Loan Agreement)" in lieu thereof.

1.7 Definition of Par Credit Agreement. The parenthetical clause "(the Par Credit Agreement)" in the seventh "WHEREAS" clause is hereby amended by deleting it in its entirety and inserting "(as amended, restated, supplemented or otherwise modified from time to time, the Par Credit Agreement)" in lieu thereof.

1.8 Maturity Date References. Each of the last lines in each of the first six "WHEREAS" clauses is hereby amended by deleting the reference to "; and" at the end thereof and inserting "unless extended by the Lender, which extension shall in no event exceed twenty

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(20) years from the date hereof, and" in lieu thereof.

1.9 Maximum Indebtedness Secured Hereby. The paragraph on page 4 of the Mortgage which reads as follows:

It is expressly understood and agreed that the indebtedness secured hereby will in no event exceed two hundred percent (200%) of the total face amount of the Notes.

is hereby amended by deleting the reference to "two hundred percent (200%) of the face amount of the Notes" and inserting "the sum of Forty Million Dollars (\$40,000,000)" in lieu thereof.

1.10 Section 1.11 of the Mortgage. Section 1.11 of the Mortgage is hereby amended by deleting the reference to "Reference Rate" and inserting "Base Rate" in lieu thereof.

1.11 Section 1.18 of the Mortgage. Section 1.18 of the Mortgage is hereby amended by deleting the reference to "or cause or permit to occur a Prohibited Transfer (as defined in the Par Credit Agreement)" in its entirety.

1.12 Section 2.03(c) of the Mortgage. Section 2.03(c) of the Mortgage is hereby amended by deleting the reference to "Reference Rate (as defined in the Notes)" and inserting "Base Rate (as defined in the Loan Agreement)" in lieu thereof.

1.13 Section 3.04 of the Mortgage. Section 3.04 of the Mortgage is hereby amended by deleting the address of Continental Bank in its entirety and inserting the following in lieu thereof:

Bank of America Illinois
231 South LaSalle Street - Sixth Floor
Chicago, Illinois 60697
Attn: Ms. Lucy Czyz

1.14 Section 3.18 of the Mortgage. Section 3.18 of the Mortgage is hereby amended to read in its entirety as follows:

This Mortgage secures, among other obligations which comprise the indebtedness secured hereby, the Notes which evidence loans and advances, a portion of which constitutes "revolving credit" as defined in 815 ILCS 205/4.1, made by or to be made by Lender to Borrower, RJP or Par, from time to time pursuant to the Loan Agreements, the aggregate principal amount of which revolving credit obligations shall not exceed at any one time a maximum amount of \$13,000,000, plus interest thereon and any disbursements made for the payment of taxes, special assessments or insurance on the Mortgaged Property, with interest on such

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disbursements. All future advances made from the date hereof will have the same priority as the original advances made under the Original Loan Agreements, evidenced by the Notes and secured by, among other things, this Mortgage. All future advances must be made within twenty (20) years of the date hereof.

SECTION 2. MISCELLANEOUS.

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

2.2 Confirmation of the Mortgage. Except as amended hereby, the Mortgages 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 effect the liens, claims, rights and security interests granted to the Lender under the Mortgages. The Mortgages as amended hereby shall now secure the obligations of RJP and Par under the Amended Loan Agreements and the Notes, as well as all other obligations stated therein with all the priorities enjoyed by each Mortgage at its inception.

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

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

[SIGNATURE PAGE FOLLOWS]

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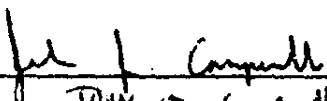
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed at Chicago, Illinois by their respective officers thereunto duly authorized as of the date first written above.

ALLIED ASPHALT PAVING COMPANY,
an Illinois corporation

By: 
Name: Raymond E. Plote
Title: President

BANK OF AMERICA ILLINOIS (f/k/a Continental
Bank, N.A.)

By: 
Name: John J. Compas
Title: Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

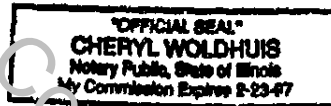
I, Cheyl Woldhuis, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Raymond E. Plote, the President of ALLIED ASPHALT PAVING COMPANY, personally known to me to be the person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged to me that as such President he 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 free and voluntary act and deed 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 8th day of September, 1995.

Cheyl Woldhuis
Notary Public

My Commission Expires:

2-23-97



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Cheryl L. Woldhuis, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John Compagnone personally known to me to be the Vice President of BANK OF AMERICA ILLINOIS (f/k/a Continental Bank N.A.) 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 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 deed of said association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of September, 1995.

Cheryl Woldhuis
Notary Public

My Commission Expires:

2-23-97



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4105 West Harrison
Cook County, Illinois

EXHIBIT A

PARCEL 1:

Lot 1 in Allied Asphalt Subdivision, being a Subdivision of part of the East 1/2 of the Southeast 1/4 of Section 17, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on May 16, 1980 as Document LR3161191, in Cook County, Illinois;

PARCEL 2:

That part of the East 1/2 of the Southeast 1/4 of Section 17, Township 39 North, Range 12, East of the Third Principal Meridian, lying Northerly of the right-of-way of the Illinois Central Railroad and Westerly of the right-of-way of the Chicago Aurora and Elgin Railroad and Southerly of and adjoining the Southerly line of the Congress Street Expressway as condemned in Case No. 55S4420 as described in Judgment Order registered as Document LR2479288.

Except that part thereof described as follows: Beginning on the West line of the aforesaid East 1/2 at the point of intersection with the Easterly extension of the South line of Lot 7 in Block 1 in Boegers Subdivision of that part of the Northwest 1/4 of the Southeast 1/4 lying North of the right-of-way of the Chicago, Madison and Northern Railroad Company (except the East 5 chains of the North 10 chains and except the West 166.5 feet thereof) of said Section 17; thence North 00 degrees, 00 minutes, 15 seconds East, a distance of 593.14 feet to the Southerly line of Congress Street Expressway as condemned in Superior Court Case 55S4420; thence South 82 degrees, 23 minutes, 49 seconds East, a distance of 437.269 feet; thence South 70 degrees, 07 minutes, 59 seconds East, a distance of 50.00 feet; thence South 14 degrees, 41 minutes, 43 seconds West, a distance of 357.86 feet; thence South 57 degrees, 59 minutes, 40 seconds West, a distance of 132.90 feet; thence South 51 degrees, 47 minutes, 08 seconds West, a distance of 122.03 feet; thence South 63 degrees, 00 minutes, 41 seconds West, a distance of 124.14 feet; thence North 66 degrees, 52 minutes, 33 seconds West, a distance of 25.03 feet to the West line of the East 1/2 of the Southeast 1/4 of Section 17 at a

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point 50.00 feet Southerly of the hereinabove described point of beginning; thence North 00 degrees, 00 minutes, 15 seconds East, a distance of 50.00 feet to the herein designated point of beginning, and except Lot 1 in Allied Asphalt Subdivision of part of the East 1/2 of the Southeast 1/4 of Section 17, Township 39 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois.

Common Street Address: 4105 West Harrison, Hillside, Illinois

PIN: 15-17-404-037

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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

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