95892613

#### MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT between GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation having an office at 201 High Ridge Road, Stamford, Connecticut (the "Mortgagee") as agent for the lenders, (the "Lenders") and WWF PAPER CORPORATION, a Pennsylvania corporation having an office at 2 Bala Plaza, Bala-Cynwyd, Pennsylvania 19004 (the

 $\chi_0$ "Mortgagor").

DEPT-01 RECORDING T#0012 TRAN 8317 12/22/95 14:39:00 ŧ6280 ŧ CG ★-95-892613 COOK COUNTY RECORDER

DEPT-10 PENALTY

WHEREAS, the Mortgagor and Lenders and Mortgagee as agent for the Lenders entered into a Credit Agreement dated as of October 1, 1993 providing for a revolving loan and other extensions of credit (the "Loan") in the principal amount of Ninety Million Dollars (\$90,000,000) secured by a certain Second Mortgage, Assignment of Leases and Rents and Security Agreement on premises owned by Mortgagor described in Schedule A attached hereto which mortgage is dated as of October 15, 1993 and is recorded in the land records of the County of Cook, State of Illinois as Document 93834575 (the "Mortgage");

grenoris by and release to B Pearl Harlings From John , Walke -574-60762.1 1057 Working & Polarie

BOX 333-CTI

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\$26.00

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WHEREAS, the Mortgagor and Lenders and Mortgagee as agent for the Lenders have amended the Loan and entered into an Amended and Restated Credit Agreement dated as of November 1, 1995 which, inter alia, increases the principal amount of the Loan to One Hundred Thirty Million Dollars (\$130,000,000);

MAGPEAS, the Mortgagee and Mortgagor hereto desire to amend and modify certain provisions of the Mortgage;

NOW, THEREFORE, for the consideration of One Dollar (\$1.00) and other valuable consideration the receipt and adequacy of which is acknowledged, the Mortgagee, the Lenders and the Mortgagor agree that the Mortgage shall be modified as follows:

1. Without limiting the provisions of Section 1.17 of the Mortgage, the principal amount of the Loan secured by the Mortgage is hereby increased to ONE HUNDRED THIRTY MILLION and 00/100 DOLLARS (\$130,000,000.00), and all references in the Mortgage to the amount of the Loan shall be references to such increased amount.

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EXCEPT as modified herein, the Mortgage shall remain in full force and effect as originally written and the Mortgage shall henceforth secure the Loan as modified herein. Mortgagor reconfirms the obligation of the Loan as modified and represents that it has no offsets, defenses, or counterclaims to the obligation to repay the Loan as modified herein. Capitalized terms used herein shall have the meanings ascribed to them in the Mortgage unless otherwise defined herein.

IN WITNESS VHIREOF the parties hereto have set their hands and seals as or the \ day of December, 1995.

Signed, sealed and delivered in the

presence\_of:

GENERAL ELECTRIC CAPITAL, CORPORATION

By:

(estably)

WWF PAPER CORPORATION

Name:

Title:

GEORGE D. SERGIO

EXEC. VP & CFO

state of Convecticut ) ss: Stamford Portugal 1,7995  County of Fairfield )
Personally appeared Mirry Statemann, to me known, who being by me personally sworn, deposed and said that s/he resides at 20 from Kider Kid Statemann that s/he is the distributed according General Electric Capital Corporation, signer and sealer of the foregoing agreement, who acknowledged that s/he executed the same as his/her free act and deed in the capacity aforesaid and as the free act and deed of said corporation.
Notary Public  LORI REYNOLD:S  NOTARY PUBLIC  WELLOW DEPRES OCT 31, 1999
State of fat ) ss: State of fat 1995 County of fat )
Personally appeared  to me known, who being by me personally sworn, deposed and said that s/he resides at  that s/he is the of www. Paper  Corporation, signer and sealer of the foregoing agreement, who acknowledged that s/he executed the same as niz/her free act and deed in the capacity aforesaid and as the free act and deed of said corporation.
Notary Public

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#### SCHEDULE A

Description of Property

233 IN CEN.
DIVISION IN S.
THE THIRD PRINC.

Litreet Address: 1150 Liv.
P.I.N., 08 27-303-027

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