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[BURBANK]

Permanent Tax Number: 19-28-401-050, Volume 190  
Street Address:  
4829 W. 77th Street  
Burbank, Illinois

95080979

## SECOND AMENDMENT TO MORTGAGE

DEPT-01 RECORDING \$37.50  
147777 TRAN 4271 02/02/95 11:34:00  
#2767 DW \*-95-080979  
COOK COUNTY RECORDER

THIS SECOND AMENDMENT TO MORTGAGE (this "Second Amendment") dated this 31<sup>st</sup> day of December, 1994 by and among **HOMEOWNERS WAREHOUSE, INC.** (the "Obligor"), whose address is 7100 Service Merchandise Drive, Brentwood, Tennessee 37027, **CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY** (the "Agent") as agent for itself and the Lenders (as hereinafter defined), whose address is 425 Lexington Avenue, New York, New York 10017, Attention: Vice President, and **THE CHASE MANHATTAN BANK, N.A.**, not in its individual capacity but solely as trustee (the "Trustee") under an Indenture of Trust dated as of September 15, 1984 among the City of Burbank (the "Issuer") and the Trustee, whose address is 4 Chase MetroTech Center, Brooklyn, New York 11245, Attention: Corporate Trust Department.

### W I T N E S S E T H :

WHEREAS, pursuant to that certain Mortgage dated as of September 15, 1994, as recorded September 28, 1994 as Document Number 27273751 in Cook County, Illinois by the Obligor in favor of the Issuer, the Trustee and Pittsburgh National Bank ("PNB"), as amended pursuant to that certain First Amendment to Mortgage dated July 24, 1992, by and among the Obligor, Canadian Imperial Bank of Commerce, Atlanta Agency ("CIBC-Atlanta") and the Trustee, as recorded July 27, 1992 as Document Number 92548977 in Cook County, Illinois (the Mortgage, as so amended, being hereinafter referred to as the "Mortgage") the Obligor mortgaged the real property described in Exhibit "A" attached hereto and by this reference made a part hereof and certain appurtenances thereto (collectively, the "Mortgaged Property") to secure certain obligations of the Obligor and of Service Merchandise Company, Inc. ("SMC") with respect to those certain \$8,000,000 the City of Burbank Floating Rate Monthly Demand Industrial Building Revenue Bonds (Service Merchandise Company, Inc. Project) Series 1984 (the "Bonds");

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have the meanings attributed thereto in the Mortgage;

WHEREAS, the interest of the Issuer in the Mortgage has been assigned to the Trustee;

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WHEREAS, PNB had issued a letter of credit for the account of the Obligor and SMC to secure payment of the Bonds, which letter of credit has been terminated and heretofore replaced, and such replacement letter of credit has been replaced by a letter of credit issued by Canadian Imperial Bank of Commerce, New York Agency (in its individual capacity and not as Agent, "CIBC-New York");

WHEREAS, the Obligor, SMC, H. J. Wilson Co., Inc., the Agent and the various Lenders (the "Lenders") who are signatories thereto entered into that certain Amended and Restated Reimbursement Agreement dated as of October 24, 1994 (as it may be amended or modified from time to time, the "Amended Reimbursement Agreement");

WHEREAS, PNB assigned all of its right, title and interest in the Mortgage to CIBC-Atlanta pursuant to that certain Assignment of Mortgage and Security Agreement dated as of July 24, 1992 and recorded in Cook County, Illinois (the "Assignment"); and

WHEREAS, in order to induce the Lenders to extend or to continue to extend credit to the Obligor, and to induce CIBC-New York to issue its letter of credit to secure payment of the Bonds, the Company and at the request of the Company, the Trustee and the Agent agreed to execute and deliver this Amendment to reflect the issuance of the replacement letter of Credit by CIBC-New York and for other purposes.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Obligor, the Agent and the Trustee hereby covenant and agree as follows:

1. The Mortgage is hereby amended by (i) modifying all references to "the Credit Bank" to refer to CIBC-New York as issuer of the Letter of Credit or as Agent for the Lenders, as applicable, having as its address 425 Lexington Avenue, New York, New York 10017; (ii) modifying all references to "the Reimbursement Agreement" to refer to the Amended Reimbursement Agreement (as hereinabove defined); (iii) modifying all references to "the Letter of Credit" to refer to that certain Irrevocable Letter of Credit No. SYN-94-10011 in the amount of \$8,292,440.00 dated October 25, 1994 issued by CIBC-New York for the account of the Obligor and for the benefit of the Trustee, as amended, modified, renewed or extended from time to time and (iv) modifying all references to the obligations secured thereby with respect to the Credit Bank or the Lenders under the Amended Reimbursement Agreement to mean the "Burbank Obligations" as defined in the Amended Reimbursement Agreement.

2. Except as expressly amended or modified hereby, all of the terms and provisions of the Mortgage remain in full force and

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effect and hereby are restated and reaffirmed by the parties hereto. All references in the Mortgage to "this Mortgage" shall henceforth mean and refer to the Mortgage as amended hereby.

3. This Second Amendment may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their respective hands as of the day and year first above written.

WITNESSED BY:

[Handwritten Signature]  
[Handwritten Signature]

DEBTOR:

HOMEOWNERS WAREHOUSE, INC.

By: [Handwritten Signature]  
Title: [Handwritten Title]

Attest: [Handwritten Signature]  
Title: [Handwritten Title]

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_

CREDIT BANK:

CANADIAN IMPERIAL BANK OF COMMERCE,  
NEW YORK AGENCY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_

TRUSTEE:

THE CHASE MANHATTAN BANK, N.A., as  
Trustee

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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effect and hereby are restated and reaffirmed by the parties hereto. All references in the Mortgage to "this Mortgage" shall henceforth mean and refer to the Mortgage as amended hereby.

3. This Second Amendment may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their respective hands as of the day and year first above written.

**OBLIGOR:**

WITNESSED BY:

HOMEOWNERS WAREHOUSE, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

**CREDIT BANK:**

WITNESSED BY:

CANADIAN IMPERIAL BANK OF COMMERCE,  
NEW YORK AGENCY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRUSTEE:**

WITNESSED BY:

THE CHASE MANHATTAN BANK, N.A. as  
Trustee

By: \_\_\_\_\_  
Title: Second Vice President

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02/11/20




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STATE OF TENNESSEE       )  
  )  
COUNTY OF WILLIAMSON    )

Personally appeared before me, the undersigned, a Notary Public, Michael E. Hogrefe, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Treasurer of HomeOwners Warehouse, Inc., a Tennessee corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 5<sup>th</sup> day of <sup>January, 1995.</sup> ~~December~~, 1994.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

10-13-97

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STATE OF GEORGIA     )  
                                  )  
COUNTY OF COBB     )

Personally appeared before me, the undersigned, a Notary Public, Kathryn W. Sax, with whom I am personally acquainted, and who acknowledged, that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Authorized Signatory for of Canadian Imperial Bank of Commerce, New York Agency, a duly licensed foreign bank under the banking laws of New York, and is authorized by such bank to execute this instrument on behalf of such bank.

WITNESS my hand, at office, this 13<sup>th</sup> day of December, 1994.

*Caryl J. Sutton*  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES MARCH 13, 1996

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STATE OF NEW YORK    )  
                                  )  
COUNTY OF KINGS     )

Personally appeared before me, the undersigned, a Notary Public, Timothy E. Burke, with whom I am personally acquainted, and who acknowledged, that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the  
Second Vice President of The Chase Manhattan Bank, N.A., a national banking association, and is authorized by The Chase Manhattan Bank, N.A. to execute this instrument on behalf of such bank.

WITNESS my hand at office, this 01st day of December, 1994.

[Signature]  
Notary Public

My Commission Expires:

4/22/95

MARGARET M. PRICE  
Notary Public, State of New York  
No. 21,498 (1994)  
Qualified in Kings County  
Commission Expires April 22, 1995

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## EXHIBIT "A"

### PARCEL 1:

Lot 11 in Burbank Town Center Subdivision of part of the East 1/2 of the Southeast 1/4 of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, according to plat recorded June 25, 1984 as Document 27143346, in Cook County, Illinois.

### PARCEL 2:

Non-exclusive, perpetual easement for the benefit of Parcel 1 and other property as created by the grant of easement dated July 20, 1983 made by City of Burbank and recorded November 30, 1983 as Document Number 26879832 and LR 3343591, for the purpose of dumping of storm water and of establishing, maintaining and servicing water and storm and sanitary sewer lines, pipes, manholes, catch basins and lift stations of the following described land:

(A) The West 120.0 feet of the North 2/12 of the South 60 acres of the East 1/2 of the Southeast 1/4 of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(B) The North 33.0 feet of the West 130.0 feet of that part of the East 1/2 of the Southeast 1/4 of Section 28, aforesaid, lying South of and adjoining the North 2/12 of the South 60 acres of the East 1/2 of the Southeast 1/4 of said Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(C) The West 120.0 feet of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(D) The West 120.0 feet of that part of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 28, aforesaid, lying South of the North 10 acres thereof, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(E) That part of the Southeast 1/4 of Section 28, aforesaid, described as follows: Beginning at the intersection of the South line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Southeast 1/4 and the West line of the East 1/2 of said Southeast 1/4; thence South along said West line, 166.97 feet; thence Northwesterly along a line which forms an angle of 13 degrees 09 minutes 30 seconds, as measured from North to Northwest with the last described course, a distance of 420.50 feet to the center line of State Road; thence Northeasterly along said center line, 135.18 feet to a line which is 120 feet Northeasterly of and parallel with the heretofore described course, whose length was 420.50 feet; thence Southeasterly along said line, 339.62 feet to aforesaid

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South line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 28; thence West along said line 84.28 feet to the place of beginning, all in Cook County, Illinois.

## PARCEL 3:

Non-exclusive, perpetual easements for the benefit of Parcel 1 and other property, as created by the Declaration of Protective Covenants, Restrictions and Easements, Purbank Towncenter, dated December 8, 1983 and recorded December 22, 1983 as Document Number 26906440 and registered January 13, 1984 as Document Number LR 3350607 for ingress, egress, parking, drainage, utilities, maintenance and "self-help" over and upon:

- (A) The "Trust C" Property as defined and described in said declaration.
- (B) The "Trust A" Property defined and described in said declaration.

This document was prepared by:

Dale S. Voyles  
Jones, Day, Reavis and Pogue  
3500 One Peachtree Center  
303 Peachtree Street  
Atlanta, Georgia 30308-3242

After recording return to:

Lawyers Title Insurance Corp.  
One First National Plaza  
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ATC 10/28/92

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