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THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING, RETURN TO:

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Gary K. Fordyce, Esq.
ABN AMRO North America, Inc
135 South La Salle Street
Suite 925
Chicago, Illinois 6067

PERMANENT INDEX NUMBER:

14-29-302-020 14-29-302-054

PROPERTY ADDRESS:

1419 West Diversey Parkway Chicago, Illinois 60614

. DEPT-01 RECORDING \$29.50 . T40011 TRAN 2579 07/17/96 15:04:00 . \$6755 \$ RV \\ \+-96-545947 . CODX COUNTY RECORDER

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

295h)

This FIRST AMENDMENT TO MCRTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES is made as of April 25, 1996 (the "First Amendment") by ALEX DANA (the "Mortgagor"), whose address is c/o Cha Famiglia, Inc., 1419 West Diversey Parkway, Chicago, Illinois £0614, and LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), whose address is 135 South La Salle Street, Chicago, Illinois 60674.

RECITALS:

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- A. The Mortgagor has previously executed and delivered to the Mortgagee that certain Mortgage, Security Agreement and Financing Statement dated as of February 23, 1995 and recorded on February 24, 1995 as Document No. 95129037 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Mortgage"), encumbering certain property commonly known as 1419 West Diversey Parkway, Chicago, Illinois 60614 and as more particularly described in Exhibit "A" attached hereto (the "Premises").
- B. The Mortgagor has previously executed and delivered to the Mortgagee that certain Assignment of Rents and Leases dated as of February 23, 1995 from the Mortgagor to the Bank and recorded on February 24, 1995 as Document No. 95129038 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Assignment of Rents"), and relating to the Premises.
- C. The Mortgage and Assignment of Rents secure, among other things, that certain Note dated as of February 23, 1995 in the original principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00), executed by the Mortgagor and payable to the

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order of the Bank (the "Original Note"), together with any and all extensions, renewals and modifications of said indebtedness and any and all substitutions therefor, and which Original Note has been modified and replaced by (i) that certain Modification Note dated October 1, 1995 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), executed by the Mortgagor and payable to the order of the Bank (the "Modification Installment Note"), and (ii) that certain Modification Revolving Note dated October 1, 1995 in the maximum principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), executed by the Mortgagor and payable to the order of the Bank (the "Modification Revolving Note").

D. The Mortgagor has requested, and the Mortgagee has agreed, to combine the revolving loan evidenced by the Modification Revolving Note and the installment loan evidenced by the Modification Installment Note into a single nonrevolving installment loan to be evidenced by an amended and restated note, and to correspondingly amend certain provisions of the Mortgage and the Assignment of Fents as provided for herein.

NOW, THEREFORE, in consideration of the foregoing, the Mortgagor and the Mortgages hereby agree as follows:

- 1. <u>Definitions</u>. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Mortgage.
- 2. <u>Obligations Secured</u>. The Mortgage and the Assignment of Rents secure the obligations and liabilities of the Mortgagor to the Mortgagee under and pursuant to:
 - that certain Note dated as of Fobruary 23, 1995 in the original principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00), executed by the Mortgagor and payable to the order of the Bank, as modified and replaced by (i) that certain Modification Note dated October 1, 1995 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), executed by the mortgagor and payable to the order of the Bank (the "Modification Installment Note"), and (ii) that certain Modification Revolving Note dated October 1, 1995 in the maximum principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), executed by the Mortgagor and payable to the order of the Bank (the "Modification Revolving Note"), and which Modification Installment Note and Modification Revolving Note have been further replaced and substituted for by that certain Amended and Restated Mortgage Note dated as of April 25, 1996 in the principal amount of Six Hundred Forty One Hundred 00/100 Thousand Six Sixty Seven and (\$641,667.00), executed by the Mortgagor and payable to the order of the Mortgagee (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Restated Note"), in and by which Restated Note the Mortgagor promises to pay

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the principal sum thereof, together with interest thereon (A) prior to maturity or the occurrence of a Default (as defined in the Mortgage), at the per annum rate of interest announced from time to time by the Mortgagee as its Prime Rate (the "Interest Rate"), and (B) following maturity or the occurrence of a Default, at the Prime Rate plus three percent (3.00%) per annum;

- (c) any and all extensions, renewals and modifications of the Restated Note and any and all substitutions for the Restated Note; and
- (d) and any other sums, liabilities or indebtedness as set forth in either the Mortgage or the Assignment of Rents.
- 3. Note. The term "Note" as defined in the Mortgage and the Assignment of lents is hereby modified and amended to refer to all the respective obligations and liabilities of the Mortgagor to the Mortgagee set forth in Section 2 above, including but not limited to, the Restated Note.
- 4. Mortgage. The term "Mortgage" as defined in the Assignment of Rents is hereby modified to refer to that certain Mortgage, Security Agreement and Financing Statement dated as of February 23, 1995 and recorder on February 24, 1995 as Document No. 95129037 in the Office of the Recorder of Deeds of Cook County, Illinois, as modified and amended by this First Amendment and any and all further modifications or amendments thereto.
- 5. Continuing Effect. All the terms of the Mortgage and the Assignment of Rents are hereby incorporated by reference herein, and the Mortgage and the Assignment of Pents, except as hereby modified and amended, shall remain in full force and effect in all respects. The Mortgagor, by the execution of this First Amendment, hereby reaffirms, assumes and binds himself to all of his obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and/or the Assignment of Rents.

IN WITNESS WHEREOF, this First Amendment to Mortgage, Security Agreement and Financing Statement and Assignment of Pents and Leases has been duly executed the day and year first above written.

LASALLE NATIONAL BANK

By: James Rolfe

Its: Vice President

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STATE OF ILLINOIS
COUNTY OF COOK

The undersigned, a Notary Public in and for the said County, in the State aforesaid. DO HEREBY CERTIFY that ALEX DANA, who is 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 that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this

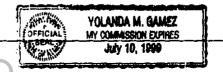
dav of

June, 1995

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Notary Public

My Commission Expires:



STATE OF ILLINOIS

SS.

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JOY OF CC

COUNTY OF COOK

The undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that INMES ROLFE, a Vice President of LASALLE NATIONAL BANK, 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 Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ______ day of June, 1996.

Notary Public

My Commission Expires:

GKF:jh/D61062.AGR June 14, 1996/49001.1 CHERVIL EYNS (12-53)
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LEGAL DESCRIPTION OF REAL ESTATE

LOTS 3, 4 AND 5 AND THE WEST 17 FEET OF LOT 6 LEMBECKE'S SUBDIVISION OF LOT 5 JN BLOCK 45 IN SKF FFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

OPE..

1419 West Diverse,
Chicago, Illinois 60314

PERMANENT TAX IDENTIFICATION NUMBERS:

1.29-302-020
22-054

GKF: jh D61062.AGR June 14, 1996 49001.1