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 - COOK COUNTY RECORDER

FIRST AMENDMENT TO LEASEHOLD MORTGAGE

THIS FIRST AMEN'DMENT TO LEASEHOLD MORTGAGE (this "Amendment") is made of this 73" day of October, 1996, by and between Cole Taylor Bank ("Mortgagee") and Palwaukee Aviation, Inc. ("Mortgagor")

WITNESSETH:

WHEREAS, Mortgagee and Mortgager are parties to that certain Loan and Construction Agreement dated as of December 15, 1995 (the "Loan Agreement") pursuant to which Lender agreed, subject to the terms and conditions set forth therein, to lend up to Two Million and no/100 Dollars (\$2,000,000.00) to Borrower in order to finance the construction of an airplane hangar and office building to be located at the Pal-Waukee Municipal Airport in Wheeling and Prospect Heights, Illinois (the "Project");

WHEREAS, Mortgagor has requested, and Mortgagee has agreed, to increase the loans available under the Loan Agreement to Two Million Four Hundred Thousand and no/100 Dollars (\$2,400,000.00) and to extend the time for completion of the Project;

WHEREAS, in connection with the Loan Agreement, Mortgagor executed and delivered to Mortgagee that certain First Leasehold Mortgage, Security Agreement, Assignment of Leases

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

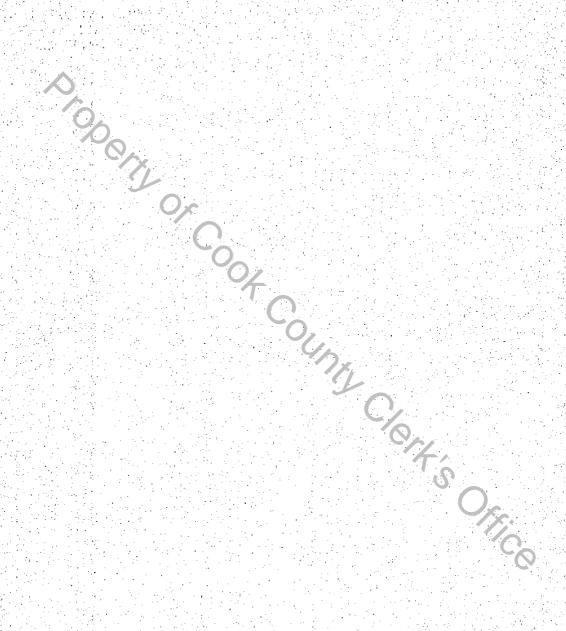
Carole A. Morey, Esq. Fagel & Haber 140 South Dearborn Street Suite 1400 Chicago, Illinois 60603 Common Address: Palwaukee Municipal Airport Wheeling, Illinois 60090

PIN Number: 03-13-102-039 and 03-13-200-011

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and Rents and Financing Statement dated as of December 15, 1995 and recorded on December 27, 1995, with the Cook County, Illinois Recorder as Document No. 95896862, with respect to the real property more particularly described on Exhibit "A" hereto (the "Mortgage"); and

WHEREAS, in connection with the increase in the loans available under the Loan Agreement and the extension of time for the completion of the Project, Mortgagee has required that Mortgagor execute and deliver this Amendment.

NOW THEREFORE, Borrower and Lender hereby agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Amendment without definition shall have the meanings set forth in the Mortgage.
- 2. <u>Amendments to the Mortgage</u>. The Mortgage is hereby amended such that each reference in the Mortgage to the "Note" shall be deemed to be a reference to the Construction Loan Note of even date here with in the aggregate principal amount of up to Two Million Four Hundred Thousand and no/100 Dellars (\$2,400,000.00) executed by the Mortgagor in favor of the Mortgagee, as such Construction Loan Note may be amended, restated, supplemented or otherwise modified from time to time.

IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first set forth above.

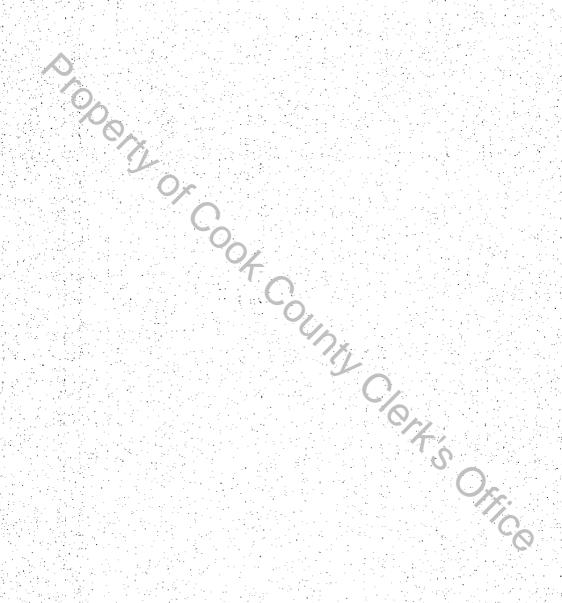
COLE TAYLOR BANK

By: VIVIVIA

PALWAUKEE AVIATION, INC.

750///C0

By: <u>e-</u> Title:



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STATE OF ILLINOIS)
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COUNTY OF COOK			}

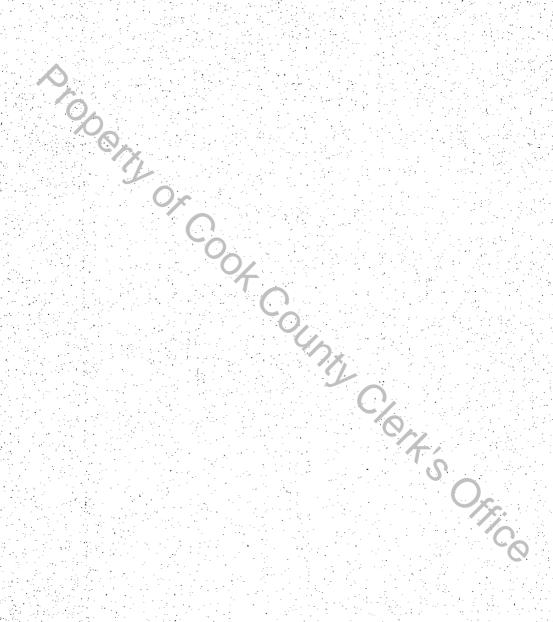
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the foregoing instrument as such the foregoing instrument

Notary Public, State of Illinois My Commission Expires 10/05/97

C/O/H/S O/F/CO

My Commission Expires:

10/5/97



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter D. Horne, a Senior Vice President of Cole Taylor Bank who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Segior Vice President, appeared before me this day in person and acknowledged that he sign 2 and delivered said instrument as his own free and voluntary act and Seal this 23 day.

The Galla Cherry Public as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of October, 1996.

My Commission Expires:

OFFICIAL SEAL MERLE GALLAGHER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/24/98

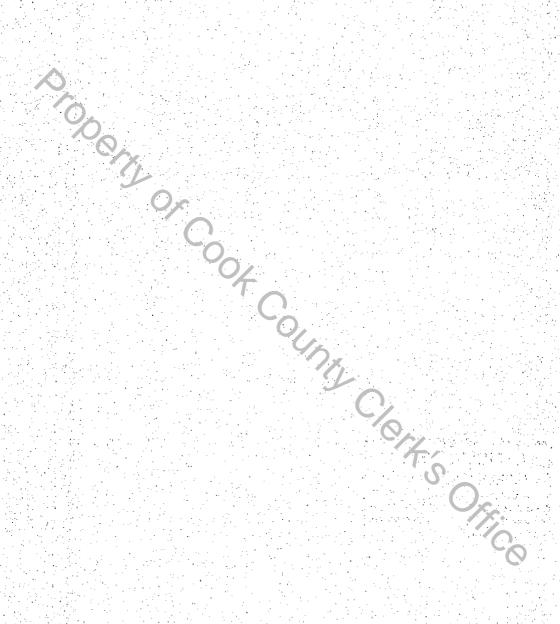


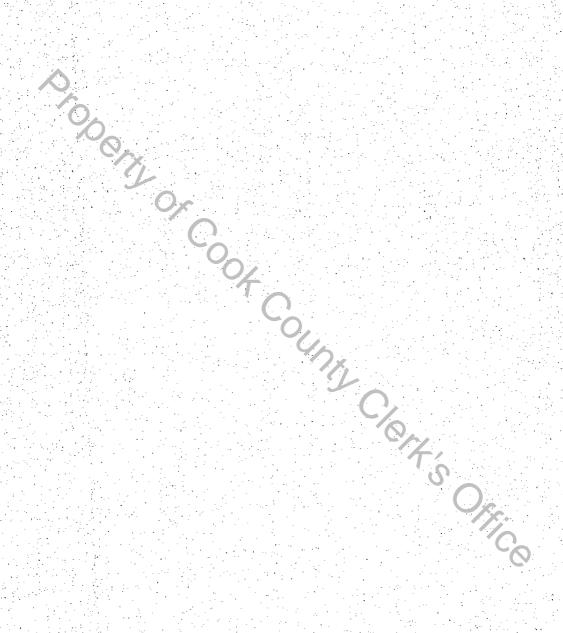
EXHIBIT "A"

LEGAL DESCRIPTION

Doc 1D: 25820-2

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007575950 D2

STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF 141 NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 13;
THENCE SOUTH ALONG THE LAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1981.20
FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 07 MINUTES 49 SECONDS
EAST, A DISTANCE OF 238.50 FEET; THENCE SOUTH 00 DEGREE 53 MINUTES 29 SECONDS
WEST, A DISTANCE OF 297.44 FF2", THENCE N 89 DEGREES 06 MINUTES 31 SECONDS WEST,
A DISTANCE OF 317.81 FEET, THENCE NORTH 00 DEGREE 12 MINUTES 29 SECONDS EAST, A
DISTANCE OF 297.29 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 00 SECOND EAST, A
DISTANCE OF 82.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

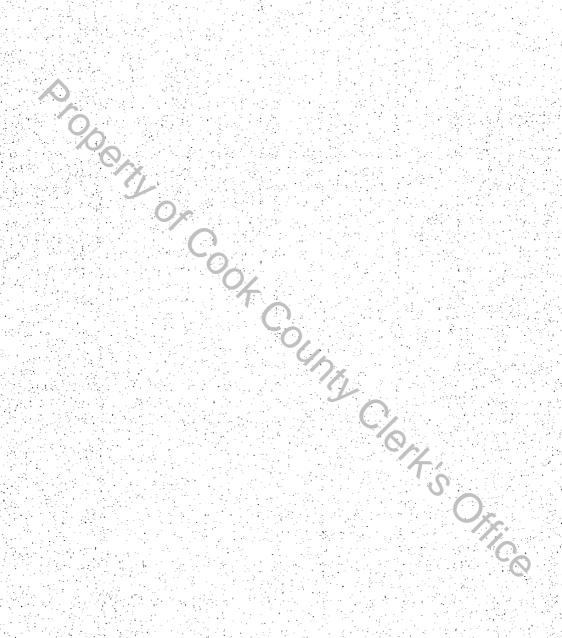
PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS, FILED AS DOCUMENT NUMBER 18 3140402, AND RECORDED AS DOCUMENT NUMBER 25317362, FROM WHEELING TRUST AND SAVING BANK, AS TRUSTEE UNDER TRUST NUMBER 78-179 AND TRUST NUMBER 73-252 TO ALLSTATE INSURANCE COMPANY FOR THE PURPOSE OF INGRESS AND EGRESS, OVER THE FOLLOWING LAWS.

PARCEL 2-"B":

EASEMENT PARCEL: (FOR EASEMENT OVER THAT PART OF PARCEL 'A'-NEAR MILWAUKEE AVENUE) THE SOUTH 68.0 FEET (AS MEASURED AT RIGHT ANGLES) OF THE FOULD'ING DESCRIBED PROPERTY: THAT PART OF THE NORTH 528.0 FEET OF THE SOUTH 1183.0 FEET OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE NORTH LINE OF THE SOUTH 1188.0 FEET OF SAID NORTH 1/2 OF SAID SECTION 13; THENCE WEST ALONG SAID NORTH LINE, 831.35 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 460.0 FEET TO A POINT OF BEGINNING OF THE PROPERTY INTENDED TO BE DESCRIBED; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, 581.35 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 310.0 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, 285.14 FEET TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHERLY ALONG SAID CENTER LINE, 388.12 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 528.0 FEET OF THE SOUTH LINE, 953.0 FEET TO A POINT ON A LINE, SAID LINE BEING DRAWN PERPENDICULAR TO THE NORTH LINE OF THE SOUTH 1188.0 FEET OF THE NORTH LINE OF THE SOUTH 1188.0 FEET OF THE NORTH 1/2 OF SAID SECTION 13, FROM A





CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: | 1401 | 007575950 D2

STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

POINT IN SAID LINE, SAID BEING BEING 831.35 FEET WEST OF THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 1188.0 FEET AND THE CENTER LINE OF MILWAUKEE AVENUE; SAL COUNTY

CONTROL CO THENCE NORTH LLONG SAID PERPENDICULAR LINE, 68.0 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

