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96892613

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135 South La Salle Street, Suite 925
Chicago, Illinois 60674 *(A-4333)*

PERMANENT TAX INDEX NUMBERS:

29-31-401-040-0000 29-31-401-045-0000
29-31-401-041-0000 29-31-401-046-0000
29-31-401-042-0000 29-31-402-041-0000
29-31-401-043-0000 29-31-402-069-0000
29-31-401-044-0000

DEPT-01 RECORDING \$33.00
T40012 TRAN 3164 11/22/96 11:52:00
#0098 + CG *-96-892613
COOK COUNTY RECORDER

PROPERTY ADDRESS:

1818-1820 Ridge Road
Homewood, Illinois 60430

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

33⁰⁰
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This SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES is made as of November 20, 1996 (the "Second Amendment") by GOLDEN EAGLE INVESTMENTS, L.L.C., an Illinois limited liability company (the "Mortgagor"), whose address is 17065 Dixie Highway, Suite 28, Hazel Crest, Illinois 60429, EAGLE PROPERTIES, INC., an Illinois corporation (the "Agent"), whose address is 1820 Ridge Road, Suite 100, Homewood, Illinois 60430, and LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), whose address is 135 South La Salle Street, Chicago, Illinois 60674.

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RECITALS:

A. The Mortgagor has previously executed and delivered to the Mortgagee that certain Mortgage, Security Agreement and Financing Statement dated as of August 18, 1995 (the "Original Mortgage") and recorded on August 21, 1995 as Document No. 95551061 in the Office of the Recorder of Deeds of Cook County, Illinois, as modified and amended by that certain First Amendment to Mortgage, Security Agreement and Financing Statement and Assignment of Rents and Leases dated as of February 23, 1996 (the "First Amendment"; the Original Mortgage as modified and amended by the First Amendment being referred to herein as the "Mortgage") and recorded on March 19, 1996 as Document No. 96210579 with the Office of the Recorder of Deeds of Cook County, Illinois, which Mortgage encumbers certain

BOX 333-CTI

75-60-163
7560-842

D-1

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property commonly known as 1818-1820 Ridge Road, Homewood, Illinois 60430 and as more particularly described in Exhibit "A" attached hereto (the "Premises").

B. The Mortgagor and the Agent have previously executed and delivered to the Mortgagee that certain Assignment of Rents and Leases dated as of August 18, 1995 and recorded on August 21, 1995 as Document No. 95551062 in the Office of the Recorder of Deeds of Cook County, Illinois, as modified and amended by the First Amendment (collectively, the "Assignment of Rents"), and relating to the Premises.

C. The Mortgage and Assignment of Rents secure, among other things, that certain (i) Note dated as of August 18, 1995 in the original principal amount of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, as replaced by that certain Replacement Mortgage Note dated as of February 23, 1996 in the original principal amount of One Million Eight Hundred and 00/100 Dollars (\$1,800,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, and (ii) that certain Note dated as of February 23, 1996 in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, together with any and all extensions, renewals and modifications of said indebtedness and any and all substitutions therefor (collectively, the "Original Notes").

D. The Mortgagor has requested, and the Mortgagee has agreed, to (i) replace and restate the Original Notes, (ii) make an additional increase in the existing term mortgage loan to the Mortgagor to be secured by the Mortgage and the Assignment of Rents, and (iii) make an additional revolving loan to the Mortgagor to be secured by the Mortgage and the Assignment of Rents, and to correspondingly amend certain provisions of the Mortgage and the Assignment of Rents as provided for herein.

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

1. Definitions. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Mortgage.

2. Obligations Secured. The Mortgage and the Assignment of Rents secure the obligations and liabilities of the Mortgagor and/or the Agent to the Mortgagee under and pursuant to:

(a) that certain Replacement Note dated as of November 20, 1996 in the original principal amount of Two Million Two Hundred Forty Five Thousand and 00/100 Dollars (\$2,245,000.00), 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 "Mortgage Note"), in and by which Mortgage Note the Mortgagor promises to pay the principal sum thereof, together with prepayment premium, if any, and interest thereon prior to maturity or the occurrence of a Default (as defined in the Mortgage) at the rate of

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8.69% per annum (the "Interest Rate"), and following maturity or the occurrence of a Default at the greater of (i) the rate of interest announced from time to time by the Mortgagee as its Prime Rate plus 3.00 percent per annum, or (ii) the Interest Rate plus 3.00 percent per annum, and which Mortgage Note restates and replaces that certain (A) Note dated as of August 18, 1995 in the original principal amount of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, as replaced and substituted for by that certain Replacement Mortgage Note dated as of February 23, 1996 in the original principal amount of One Million Eight Hundred and 00/100 Dollars (\$1,800,000.00), executed by the Mortgagor and payable to the order of the Mortgagee, and (B) Note dated as of February 23, 1996 in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), executed by the Mortgagor and payable to the order of the Mortgagee;

(b) that certain Revolving Note dated as of November 20, 1996 in the original principal amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), 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 "Revolving Note"), in and by which Revolving Note the Mortgagor promises to pay the principal sum thereof, together with interest thereon prior to maturity or the occurrence of a Default (as defined in the Mortgage) at the rate of interest announced from time to time by the Mortgagee as its Prime Rate plus 1.00 percent per annum, and following maturity or the occurrence of a Default at the rate of interest announced from time to time by the Mortgagee as its Prime Rate plus 3.00 percent per annum;

(c) any and all extensions, renewals and modifications of the Mortgage Note and the Revolving Note and any and all substitutions for the Mortgage Note and the Revolving 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 Rents is hereby modified and amended to refer to all the respective obligations and liabilities of the Mortgagor and/or the Agent to the Mortgagee set forth in Section 2 above, including but not limited to, the Mortgage Note and the Revolving 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 August 18, 1995 from the Mortgagor to and for the benefit of the Mortgagee and recorded on August 18, 1995 as Document No. 95551061 in the Office of the Recorder of Deeds of Cook County, Illinois, as modified and amended by that certain First Amendment to Mortgage, Security Agreement and Financing Statement and Assignment of Rents and Leases dated as of February 23, 1996 and recorded on March 19, 1996 as Document No. 96210579 with the Office of the Recorder of Deeds of Cook County, Illinois,

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as further modified and amended by this Second 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 Rents, except as hereby modified and amended, shall remain in full force and effect in all respects. The Mortgagor and the Agent, by execution of this Second Amendment, hereby reaffirm, assume and bind themselves to all of their respective obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and/or the Assignment of Rents.

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

GOLDEN EAGLE INVESTMENTS, L.L.C., an
Illinois limited liability company

By: 

Bruce M. Rackouski

Its

Manager

By: 

Michael A. Kelly

Its

Manager

EAGLE PROPERTIES, INC., an
Illinois corporation

By: 

Bruce M. Rackouski

Its

President

LASALLE NATIONAL BANK

By: 

Bruce Linger

Its

First Vice President

GKF:jh/November 14, 1996/55949.2

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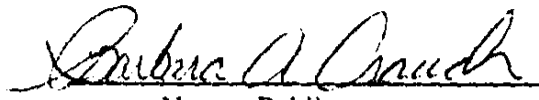
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STATE OF ILLINOIS)
)
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that BRUCE M. RACKOUSKI, a member and manager of GOLDEN EAGLE INVESTMENTS, L.L.C., an Illinois limited liability company, 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 as such member and manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of November, 1996.



Notary Public
My Commission Expires: 12/31/96
"OFFICIAL SEAL"
BARBARA A. CROUCH
Notary Public, State of Illinois
My Commission Expires 12/31/96

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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 MICHAEL A. KELLY, a member and manager of GOLDEN EAGLE INVESTMENTS, L.L.C., an Illinois limited liability company, 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 as such member and manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of November, 1996.


Notary Public
My Commission Expires: 12/31/96
"OFFICIAL SEAL"
BARBARA A. CROUCH
Notary Public, State of Illinois
My Commission Expires 12/31/96

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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 BRUCE M. RACKOUSKI, the President of EAGLE PROPERTIES, INC., an Illinois corporation, 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 as such President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of November, 1996.

Bruce M. Rackouski
"OFFICIAL SEAL"
My Commission Expires 12/9/96
Notary Public, State of Illinois
My Commission Expires 12/9/96

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that BRUCE LINGER, a First 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 First 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 20th day of November, 1996.

Jacqueline Wade Houston
Notary Public
My Commission Expires:
"OFFICIAL SEAL"
Jacqueline Wade Houston
Notary Public, State of Illinois
My Commission Expires Dec. 4, 1998

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOT 62 (EXCEPT THE EAST 30 FEET THEREOF) IN ROBERTSON & YOUNG'S SECOND ADDITION TO HOMEWOOD, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL THAT PART OF THE NORTH 10 FEET OF THE VACATED 20 FOOT ALLEY LYING SOUTH OF AND ADJACENT TO SAID LOT 62, (EXCEPT THE EAST 30 FEET THEREOF) IN COOK COUNTY, ILLINOIS;

PARCEL 2:

LOTS 42, 43, 44, 45, 46, 47 AND 48 IN ROBERTSON & YOUNG'S SECOND ADDITION TO HOMEWOOD, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 63, 64, 65, 66 AND 67 (EXCEPTING THEREFROM THE EAST 30.0 FEET OF SAID LOT 67) IN ROBERTSON AND YOUNG'S SECOND ADDITION TO HOMEWOOD, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

ALL OF THE EAST AND WEST 20.00 FOOT PUBLIC ALLEY CUTTING THE NORTH LINES OF LOTS 63, 64, 65, 66 AND 67 (EXCEPTING THE EAST 30.0 FEET THEREOF WHICH HERETOFORE HAS BEEN USED OR DEDICATED FOR HIGHLAND AVENUE) AS SHOWN ON PLAT OF VACATION RECORDED APRIL 30, 1974 AS DOCUMENT 22700855, ALL IN ROBERTSON AND YOUNG'S SECOND ADDITION TO HOMEWOOD BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

1818-1820 Ridge Road
Homewood, Illinois 60430

PERMANENT TAX IDENTIFICATION NUMBERS:

29-31-401-040-0000	29-31-401-045-0000
29-31-401-041-0000	29-31-401-046-0000
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