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(Space reserved for Recorder's use)

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 COOK COUNTY RECORDER

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

This **FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS** (this "Amendment") is made as of the 20<sup>th</sup> day of March, 1996, by **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally, but solely as Trustee ("Trustee") under Trust Agreement dated November 3, 1988 and known as Trust No. 106876-06 (the "Trust") and **EXOHO ASSOCIATES LIMITED PARTNERSHIP**, an Illinois limited partnership ("Beneficiary"), being the sole beneficiary of the Trust (the Trust and the Beneficiary hereinafter are referred to individually as "Mortgagor" and collectively as "Mortgagors"), whose mailing address is c/o Mark IV Realty, Inc., 400 North Franklin Street, Chicago, Illinois 60610, to and for the benefit of **FINOVA CAPITAL CORPORATION**, a Delaware corporation formerly known as Greyhound Financial Corporation ("Mortgagee"), whose mailing address is 1850 North Central Avenue, Phoenix, Arizona 85004.

1st AMERICAN TITLE order # 0091856 DMU  
 JW

### RECITALS

A. Mortgagors and Mortgagee entered into that certain Loan Agreement dated as of December 26, 1990 (the "Original Loan Agreement"), pursuant to which Mortgagee made loans and other financial accommodations to Mortgagors, subject to the terms and conditions set forth in the Original Loan Agreement.

This instrument was prepared by,  
 and after recording return to:

James C. Anderson, Esq.  
 Katten Muchin & Zavis  
 525 West Monroe Street  
 Chicago, Illinois 60661

Common Address of Premises:

1824-1854 Besly Court  
 Chicago, Illinois

Tax Identification No.:

14-32-300-004  
 14-32-300-005  
 14-32-300-006

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B. As security for its obligations under the Original Loan Agreement, Mortgagors delivered to Mortgagee, among other things, that certain (i) Mortgage, Security Agreement and Assignment of Leases and Rents dated as of December 26, 1990 (the "Mortgage"), made by Mortgagors for the benefit of Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), on December 28, 1990, as document number 90627301, which Mortgage encumbers, among other things, the real estate and improvements thereon and legally described on Exhibit A attached hereto (the "Mortgaged Property"), (ii) UCC financing statement naming the Trust, as debtor, filed with the Recorder's Office on December 28, 1990, as document number 90-U26738, continued by financing statement number 95-U10853 filed with the Recorder's Office on August 28, 1995, which financing statement encumbers, among other things, the fixtures on the Mortgaged Property, (iii) UCC financing statement naming the Beneficiary, as debtor, filed with the Recorder's Office on December 28, 1990, as document number 90-U26737, continued by financing statement number 95-U10169 filed with the Recorder's Office on August 9, 1995, which financing statement encumbers, among other things, the fixtures on the Mortgaged Property and (iv) UCC financing statement naming the Trust, as debtor, filed with the Registrar of Torrens Titles on January 3, 1991, as document number 3936206, deregistered by financing statement number 95-87797A filed with the Recorder's Office on December 18, 1995.

C. The Original Loan Agreement was amended by a First Amendment to Loan Agreement and Other Loan Instruments (the "First Amendment") dated as of April 16, 1991.

D. Concurrently herewith, Mortgagors are entering into a Second Amendment to Loan Agreement and Other Loan Instruments (the "Second Amendment") (the Original Loan Agreement, as amended by the First Amendment, as further amended by the Second Amendment, hereinafter is referred to as the "Loan Agreement"), pursuant to which, among other things, (i) Mortgagee has agreed to extend the maturity date of the Loan and (ii) Beneficiary has agreed to pay to Mortgagee a restructuring fee.

E. One of the conditions precedent to the effectiveness of the Second Amendment is that Mortgagors shall have executed and delivered this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference.

2. **Modification to Mortgage.** The last sentence of Recital A of the Mortgage is deleted in its entirety and the following sentence is substituted therefor:

"B. The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on January 1, 1999 (the "Maturity Date")."

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3. **References.** From and after the date hereof, all references to the "Mortgage" contained in any of the Loan Instruments shall be deemed to refer to the Mortgage as amended by this Amendment.

4. **Ratification of Liability.** Except as set forth herein, the liabilities, obligations and agreements of Mortgagors under the Mortgage remain in full force and effect in accordance with their respective terms. Mortgagors hereby ratify and confirm their liabilities, obligations and agreements under the Mortgage, and acknowledge that (i) they have no defenses, claims or set-offs to the enforcement by Mortgagee of such liabilities, obligations and agreements, (ii) Mortgagee has fully performed all obligations to Mortgagors which Mortgagee may have had or has or had as of the date hereof and (iii) other than as specifically set forth herein, Mortgagee does not waive, diminish or limit any term or condition contained in the Mortgage.

5. **No Custom.** Mortgagee's agreement to amend the Mortgage as set forth in this Amendment shall not establish a custom or waive, limit or condition the rights and remedies of Mortgagee under the Mortgage, all of which rights and remedies expressly are reserved, except as expressly provided in this Amendment.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original part, all of which when taken together, shall be deemed to be one and the same instrument.

7. **Trustee Exculpation.** This Amendment is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any personal liability on said Trustee to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now and hereafter claiming any right or security hereunder.

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IN WITNESS WHEREOF, this Amendment has been executed and delivered by the parties hereto on the date first set forth above.


**AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally but solely as Trustee as aforesaid

By:   
(Print Name) P. JOHANSEN  
(Print Title) TRUSTEE


Attest:   
(Print Name) P. J. M. Wheeler  
(Print Title) SECRETARY

**EXOHO ASSOCIATES LIMITED PARTNERSHIP**, an Illinois limited partnership

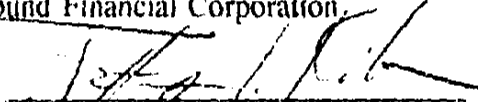
By: Mark IV Realty, Inc., an Illinois corporation, a general partner

By:   
John L. Marks  
Resident

By: JLM Realty, Inc., an Illinois corporation, a general partner

By:   
John L. Marks  
President

**FINOVA CAPITAL CORPORATION**,  
Delaware corporation formerly known as  
Greyhound Financial Corporation.

By:   
Jeffrey S. Kilrea  
Vice President

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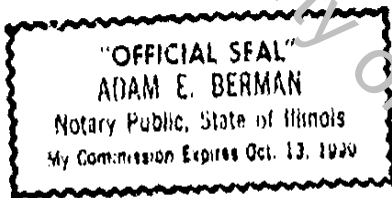


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STATE OF ILLINOIS     )  
  )     SS  
COUNTY OF COOK     )

On this 20<sup>th</sup> day of March, 1996, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared John L. Marks, to me known to be the President of Mark IV Realty, Inc., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the President of said corporation as above designated, that the signature to said instrument was made by the President of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



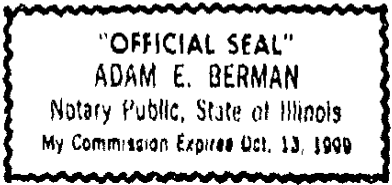
Adam E. Berman  
NOTARY PUBLIC in and for said State and County

My commission expires: 10/13/99

STATE OF ILLINOIS     )  
  )     SS  
COUNTY OF COOK     )

On this 20<sup>th</sup> day of March, 1996, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared John L. Marks, to me known to be the President of JLM Realty, Inc., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the President of said corporation as above designated, that the signature to said instrument was made by the President of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Adam E. Berman  
NOTARY PUBLIC in and for said State and County

My commission expires: 10/13/99

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STATE OF ILLINOIS    )  
                                  )    §§  
COUNTY OF COOK    )

On this 20<sup>th</sup> day of March, 1996, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared **Jeffrey S. Kilreu**, to me known to be a Vice President of FINOVA Capital Corporation, a Delaware corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is a Vice President of said corporation as above designated that the signature to said instrument was made by a Vice President of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Nancy M. Cristy  
NOTARY PUBLIC in and for said State and County

My commission expires: 4/28/99



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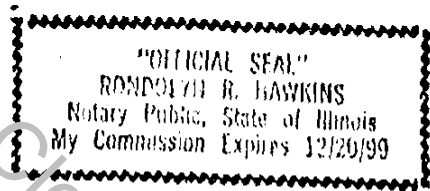
STATE OF ILLINOIS     )  
  )     SS  
COUNTY OF COOK     )

MAR 19 1996

On this \_\_\_\_\_ day of March, 1996, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared ~~J. MICHAEL WINTA~~ ~~JOHANSEN~~ to me known to be the same persons whose names are subscribed to the foregoing instrument as such ~~ASSISTANT SECRETARY~~ ~~SECOND VICE PRESIDENT~~ respectively, of American National Bank and Trust Company of Chicago (the "Bank"), and in person and severally acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of the Bank, as Trustee, for the uses and purposes therein set forth; and the ~~ASSISTANT SECRETARY~~ then and there acknowledged that he, as custodian of the seal of the Bank, did affix the seal of the Bank to said instrument as his own free and voluntary act and as the free and voluntary act of the Bank, as Trustee, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Condolyn J. Hawk  
NOTARY PUBLIC in and for said State and County  
My commission expires: \_\_\_\_\_



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## EXHIBIT A

### LEGAL DESCRIPTION

#### COOK COUNTY, ILLINOIS

LOTS 34 TO 44, BOTH INCLUSIVE, AND LOT 45 (EXCEPT THE SOUTH 25 FEET THEREOF) IN BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING A STRIP ON REAR OF SAID LOTS MARKED "RESERVED FOR ALLEY" UPON PLAT OF SAID SUBDIVISION OF BLOCK 20, RECORDED OCTOBER 22, 1856, IN BOOK 125 OF MAPS, PAGES 37 AND 38 (EXCEPT FROM SAID PREMISES ANY PORTION THEREOF USED OR OCCUPIED FOR RAILROAD PURPOSES), IN COOK COUNTY, ILLINOIS.

Common Address of Premises:

1824-1854 Besly Court  
Chicago, Illinois

Tax Identification Numbers:

14-32-300-004  
14-32-300-005  
14-32-300-006

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