

96-00878

RECORDING REQUESTED BY:
And When Recorded Return to:

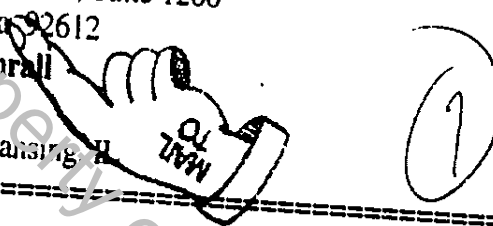
CITICORP NORTH AMERICA, INC.

2600 Michelson Drive, Suite 1200

Irvine, California 92612

Attn: Jim Sunrall

Re: Pathria/Lansing II



**FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT and FINANCING STATEMENT**

**THIS FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT** ("First
Modification") is made this 18th day of August 1997, by and between **RAJINDER PATHRIA**
("Mortgagor"), and **CITICORP NORTH AMERICA, INC.**, as Investor Agent ("Mortgagee").

Except as set forth herein, the Mortgage, Assignment of Leases and Rents, Security
Agreement and Financing Statement dated September 19, 1996 and recorded on October 18, 1996
in the official records of Cook County, Illinois, as Instrument No. 96-794755 by Mortgagor for the
benefit of Mobil Oil Corporation, Inc., a New York corporation as Mortgagee ("Mobil") as
assigned to Mortgagee in that certain Assignment of Mortgage recorded on October 18, 1996 in the
official records of Cook County, Illinois, as Instrument No. 96-794756 (collectively the
"Mortgage"), shall remain in full force and effect.

The purpose of this Modification is to increase the amount secured by the Mortgage.

Mortgagor and Mortgagee desire to modify the Mortgage as more specifically set forth
below.

NOW THEREFORE, in exchange for valuable consideration, the receipt and sufficiency
of which are hereby acknowledged, Mortgagor and Mortgagee hereby amend the Mortgage as
follows:

Lawyers Title Insurance Corporation

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1. Paragraph A of the Recitals is hereby amended by inserting "as superceded by that certain Amended and Restated Credit Agreement dated August 18, 1997, the Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement", the terms defined hterein and not otherwise defined herein being used herein as therein defined)." after "...Mortgagor has entered into that Certain Credit Agreement, dated September 19, 1996".

2. Paragraph C of the Recitals is hereby amended by deleting the reference to "\$300,000.00" and inserting "337,500.00" in place thereof.

3. Paragraph F(i) of the Recitals, is hereby amended by adding the following after "... the Note," and before "...or any of the other Credit Documents":

"including a Note or Notes as more particularly described in Annex I attached hereto and made a part hereof."

4. The Mortgage is hereby modified by inserting the attached Annex "I" and making it a part thereof.

5. Non-Impairment. Except as supplemented and/or modified by this First Modification, all of the terms, covenants and conditions of the Mortgage shall remain in full force and effect. Mortgagor reaffirms all promises, covenants, warranties and representations in the Mortgage and warrants that it is not in default of the Mortgage. This First Modification shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. No Other Modifications. Except as provided in this First Modification no other provision of the Mortgage shall be modified or amended by this instrument.

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This First Modification of Mortgage was prepared by Christine Kim, Esq. whose address is 2600 Michelson Drive, Suite 1200, Irvine, CA 92612.

IN WITNESS WHEREOF, Mortgagor has executed this First Modification as of the day and year set forth above.

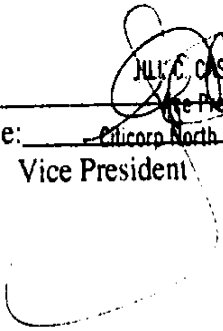
"MORTGAGOR"

Rajinder Pathria
Rajinder Pathria
Rajinder Pathria

"MORTGAGEE"

CITICORP NORTH AMERICA, INC.,
as Investor Agent

By: JULIE CASSELMAN
Name: Citicorp North America, Inc.
Its: Vice President



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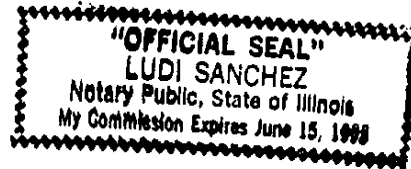
ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss:
COUNTY OF COOK)

On OCT 2, 1997, before me, LUDI SANCHEZ Notary Public, personally appeared RATINDER PATHRIA, personally known to me or ___ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Ludi Sanchez
Notary Public



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ANNEX "I"

1. That certain Promissory Note dated September 19, 1996, executed by Mortgagor in favor of Mortgagee in the original principal face amount of \$300,000.00, as modified or amended from time to time.
2. That certain Promissory Note dated August 18, 1997, executed by Mortgagor in favor of Mortgagee in the original principal face amount of \$37,500.00, as modified or amended from time to time.

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EXHIBIT "A"

LEGAL DESCRIPTION:

Lot 89, Lot 90, and Lot 91 (except that part thereof taken for Highway purposes as shown in Document 3082508) in Lansing Torrence Manor Resubdivision, being a Subdivision in the Southwest 1/4 of Section 31, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded December 26, 1957 as Document Number 17096913, in Book 505 of Plats, Page 10.

30-31-313-045

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Common Address: 18595 Torrence Ave., Lansing, IL 60438

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