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Coak County Recorder

Document Prepared By And Upon Recording Return To: Kathleen T. Kneis, Esq. Prime Hospitality Corp. 700 Route 46 East Fairfield, New Jersey 07004

MORTGAGE AND SECURITY MODIFICATION AGREEMENT

THIS MORTGAGE AND SECURITY MODIFICATION AGREEMENT AND (this "Modification Agreement") is effective as of the September 1, 1997 by and among BROWN TROUT INVESTMENTS, LTD., a Massachusetts corporation, having a mailing address at 2036 Washington Street, Hanover, Massachusetts 02339-1606 (hereinafter referred to as "BTI" or "Mortgagor") and PRIME FOSPITALITY CORP., a Delaware corporation, having an office at 700 Route 46 East, Fairfield New Jersey 07004 (hereinafter referred to as "Prime" or "Mortgagee")

RECIT'ALS

- A. BTI is the Mortgagor and Prime is the Mortgagee under that certain Mortgage and Security Agreement (the "Mortgage") dated as of February 18, 1997 and recorded on February 21, 1997 as document number 97120609, Cook County, Ulinois
- B. The parties wish to modify the Mortgage, subject to the terms and conditions set forth in this Modification Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree to modify the Mortgage as follows:

- 1. The "Final Maturity Date" of the "Note(s)", as set forth on the first page of the Mortgage, is amended to read "February 18, 1999".
- 2. All references in the Mortgage to the "Construction Loan Agreement" are amended to read the "Loan Agreement".
 - All capitalized terms used herein but not defined herein shall have the same 3.

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meaning ascribed to them in the Mortgage.

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- Except as expressly modified hereby, the Mortgage shall remain in full force and effect. In the event of any inconsistencies between the provisions of this Modification Agreement and the Mortgage, the provisions of this Modification Agreement shall control.
- 5. This Modification Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one instrument.

IN WITHESS WHEREOF, this Modification Agreement is executed this and day of Tor Coop November, 1997.

MORTGAGOR: BROWN TROUT INVESTMENTS, LTD.

> -Michael-L. Marcus, President David R. Marcus, Treasurer

MORTGACEE: PRIME HOSPITALITY CORP.

Ву

JOSEPH BEANADINO Senior Vice President

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COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF PLYMOUTH) ss.:
I, The rest of KELLY, a notary public in and for said County, in
the State aforesaid, do hereby certify that <u>hereby P. marchie</u> , personally known to
me as the <u>Translation of Brown Trout Investments</u> , Ltd., a Massachusetts corporation, and 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, as such
instrument, appeared before the this day in person and acknowledged that he, as such
act, and as the free and voluntary act and deed of said corporation, for the uses and purposes
therein set forth.
to the second of
Given under my Januland official seal this Ja day of November, 1997.
NOTARY FUBLIC COMMONWEALTH OF
COMMONIVEALTH OF LICELET A KALLING PAPER 100-7-97
MY TORREST VIOLE 97
STATE OF NEW JERSEY
COUNTY OF ESSEX) ss.:
I, Mem (in and for said County, in
the State aforesaid, do hereby certify that Down be walked personally known to
me as the of Prime Hospitality Corp., a Delaware corporation,
and personally known to me to be the same person whose time is subscribed to the foregoing
instrument, appeared before me this day in person and acknow reaged that he, as such
act, and as the free and voluntary act and deed of said corporation, for the uses and purposes
therein set forth.
Given under my hand and official seal this day of November, 1997.
Monus Wess
MONICA WEEDO
A NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES APRIL 28, 2000

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SCHEDULE A

LOT 3 IN WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT RECORDED JULY 26, 1993 AS DOCUMENT 93580462, IN COOK COUNTY, ILLINOIS.

Property Address: Vacant land located south and west of McConnor Parkway

Permanent Index Number: 07-12-402-008-0000 and 08-07-301-008-000

Together with all and sing iar the buildings and improvements now located or hereafter placed upon said property and any part thereof, with all fixtures, machinery, equipment and appurtenances used in the operation of raid property and owned by the Grantor and any and all additions thereto and extensions thereof, ar all and singular the tenements, hereditaments, rights of way, easements and appurtenances thereun o belonging whether now or hereafter acquired;

Together with all the right, title and interest of Grantor in and to all streets, roads and public planes, opened or proposed, in front of and adjoining the said lot or parcel of land, and all easements and rights of way, public or private, now or hereafter created or used in connection therewith.

Together with all real estate abatements and privileges and an real estate tax assessments, abatements and privileges now or hereafter applicable to the aforesaid and, building, improvements and property.

And also, all the estate, right, title, interest, property, possession, claim and lemand whatsoever, as well in laws as in equity, of said Grantor, of, in and to the same and every part and parcel thereof, with the appurtenances.

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