

DEPT-01 RECORDING \$43.50
137777 TRAN 8228 02/28/97 15:47:00
1740 : DR *-97-140059
COOK COUNTY RECORDER

FIRST AMERICAN TITLE INSURANCE #

CC102816 2/20/97

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (hereinafter referred to as the "Amendment") made as of this 28 day of February, 1997, by and between I-90 HOTEL, INC., an Illinois corporation, ("Mortgagor"), 75 ARLINGTON HEIGHTS LIMITED PARTNERSHIP, L.P., a Delaware limited partnership ("Successor Mortgagor") and FARMERS STATE SAVINGS BANK ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagor is indebted to Mortgagee pursuant to a certain Mortgage Note in the principal amount of Eight Million Two Hundred Eighteen Thousand Seven Hundred Fifty-Five and 05/100ths Dollars (\$8,218,755.05), dated as of February 1, 1996 made by Mortgagor to the order of Mortgagee, (the "Original Note"), which Original Note was amended by that certain Amendment to Mortgage Note dated of even date herewith among Mortgagor, Successor Mortgagor and Mortgagee (the "Note Amendment") (the "Original Note, as amended by the Note Amendment is hereafter the "Amended Note"); and

WHEREAS, The Original Note is secured by a certain Mortgage, Assignment of Rents and Security Agreement ("Mortgage") dated February 1, 1996 made by Mortgagor in favor of Mortgagee which encumbers the real property commonly known as the Radisson Hotel Arlington Heights, Arlington Heights, Illinois and legally described on Exhibit A attached hereto (the "Real Estate") and certain other fixtures and personal property located thereon and used in connection therewith, all as described more fully in the Mortgage (the Real Estate and other encumbered property is collectively the "Mortgaged Property"), which Mortgage was recorded in the office of the Recorder of Deeds of Cook County, Illinois on March 11, 1996 as Document No. 96180678; and

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4/25/97

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WHEREAS, Mortgagor has agreed to convey the Mortgaged Property to Successor Mortgagor and Successor Mortgagor has agreed to accept the transfer and conveyance of the Mortgaged Property subject to the Note and Mortgage and to assume the obligations of Mortgagor under the Note and Mortgage as provided herein and in a certain Amendment to Mortgage Note of even date herewith; and

WHEREAS, Mortgagee has consented to the transfer of the Mortgaged Property to Successor Mortgagor subject to the execution of this Amendment.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor, Successor Mortgagor and Mortgagee hereby agree as follows:

1. Acknowledgment of Transfer to Successor Mortgagor/Mortgage Secures Amended Note/Amended Maturity Date. Mortgagee hereby acknowledges the transfer of title to the Mortgaged Property from Mortgagor to Successor Mortgagor subject to the continuing lien and encumbrance of the Mortgage, and hereby expressly consents thereto. Successor Mortgagor hereby acknowledges its acceptance of title to the Mortgaged Property subject to the continued lien and encumbrance of the Mortgage, and further acknowledges and agrees that the Mortgage continues to secure the Original Note, as amended by the Note Amendment. Successor Mortgagor further acknowledges that the Maturity Date of the Original Note has been amended to be March 1, 1998 pursuant to the terms of the Note Amendment.

2. Successor Mortgagor/Definition of Note. From and after the date of this Amendment, any reference in the Original Note to "190 Hotel, Inc." and/or "Mortgagor" shall mean and refer to Successor Mortgagor. Further, any reference to the "Mortgage" shall mean the Mortgage, as amended by this Amendment, and any reference to the "Note" shall mean the Amended Note.

3. Assumption of Mortgage Obligations. Successor Mortgagor hereby expressly assumes the obligations of Mortgagor under the terms and provisions of the Mortgage, as amended hereby, including, without limitation, the obligations related to the timely payment of the indebtedness secured by the Mortgage and the performance of the various covenants, both positive and negative, contained in the Mortgage.

4. Notices to Successor Mortgagor. From and after the date hereof, any notices required or permitted by the terms of the Amended Note or the Mortgage to be sent to the Mortgagor shall be sent to Successor Mortgagor at the following address:

75 Arlington Heights Limited Partnership, L.P.
c/o American General Hospitality Corporation
3860 West Northwest Highway, Suite 300
Dallas Texas 75220
Attention: Steven D. Jorns

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with a copy to:

Battle Fowler LLP
75 East 55th Street
New York, NY 10022
Attention: Douglas A. Raelson, Esq.

5. Nature of Obligation. Notwithstanding anything contained in this Amendment or the Mortgage to the contrary, it is expressly acknowledged and agreed by Mortgagee that the obligations of Successor Mortgagor under this Mortgage and the Amended Note are solely the personal, partnership obligations of 75 Arlington Heights Limited Partnership, L.P., a Delaware limited partnership, and are expressly agreed to be non-recourse within the meaning of the Uniform Commercial Code and applicable case law with respect to the partners, members, shareholders, officers, directors, employees and/or agents of said partnership and its partners and shall not constitute or be deemed to constitute the liabilities or obligation of any other person or party. Notwithstanding anything contained in this Amendment, the Mortgage and the Amended Note to the contrary, Mortgagee hereby agrees that the liability of Successor Mortgagor under the Amended Note and the Mortgage shall be solely limited to, and satisfied only out of the Mortgaged Property, the proceeds thereof and the rents and other income arising therefrom, any other collateral held by Mortgagee as security for the repayment of the indebtedness evidenced by the Amended Note and secured by the Mortgage, and, upon the entry of any judgment against Successor Mortgagor personally, from any other asset or property of said partnership ; provided that nothing contained herein or in the Amended Note and the Mortgage shall be construed to create any liability of any partner, member, shareholder, officer, director, employee, and/or agent of said partnership or of any partner or member thereof, or any other person to personally pay the Amended Note, or any indebtedness secured by the Mortgage, all such liability, if any, being expressly waived by the Mortgagee.

6. Amendment. Except as expressly modified herein, the remaining terms, conditions and provisions of the Mortgage remain in full force and effect.

7. Counterparts. This instrument may be executed in one or more counterparts, each of which shall constitute an original but which when taken together shall be deemed one instrument.

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IN WITNESS WHEREOF, Mortgagor, Successor Mortgagor and Mortgagee have executed this Amendment to Note as of the day and year first above written.

MORTGAGOR:

1-90 HOTEL, INC.,
an Illinois corporation

By: 
Name: Steven D. Jorns
Title: President

SUCCESSOR MORTGAGOR:

75 ARLINGTON HEIGHTS LIMITED
PARTNERSHIP, L.P., a Delaware limited
partnership

By: AGH 75 Arlington Heights, L.L.C.,
a Delaware limited liability company
general partner

By: American General Hospitality
Corporation, a Maryland
corporation, member

By: _____
Name: _____
Title: _____

By: American General Hospitality
Operating Partnership, L.P., a
Delaware limited partnership,
member

By: AGH GP, Inc., a Nevada
corporation, general
partner

By: _____
Name: _____
Title: _____

MORTGAGEE

FARMERS STATE SAVINGS BANK

By: _____
Name: _____
Title: _____

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MORTGAGOR:

1-90 HOTEL, INC.,
an Illinois corporation

By: _____

Name: Steven D. Jorns

Title: President

SUCCESSOR MORTGAGOR:

75 ARLINGTON HEIGHTS LIMITED
PARTNERSHIP, L.P., a Delaware limited
partnership

By: AGH 75 Arlington Heights, L.L.C.,
a Delaware limited liability company
general partner

By: American General Hospitality
Corporation, a Maryland
corporation, member

By: _____

Name: Steven D. Jorns

Title: President

By: American General Hospitality
Operating Partnership, L.P., a
Delaware limited partnership,
member

By: AGH OP, Inc., a Nevada
corporation, general
partner

By: _____

Name: Steven D. Jorns

Title: President

MORTGAGEE

FARMERS STATE SAVINGS BANK

By: _____

Name: _____

Title: _____

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MORTGAGOR:

I-90 HOTEL, INC.,
an Illinois corporation

By: _____

Name: Steven D. Jorns

Title: President

SUCCESSOR MORTGAGOR:

75 ARLINGTON HEIGHTS LIMITED
PARTNERSHIP, L.P., a Delaware limited
partnership

By: AGH 75 Arlington Heights, L.L.C.,
a Delaware limited liability company
general partner

By: American General Hospitality
Corporation, a Maryland
corporation, member

By: _____

Name: _____

Title: _____

By: American General Hospitality
Operating Partnership, L.P., a
Delaware limited partnership,
member

By: AGH GP, Inc., a Nevada
corporation, general
partner

By: _____

Name: _____

Title: _____

MORTGAGEE

FARMERS STATE SAVINGS BANK

By: _____

Name: *Rudolph S. Jantz*

Title: *President*

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This Instrument Prepared By:

Kris E. Curran, Esq.
Ungaretti & Harris
3500 Three First National Plaza
Chicago, Illinois 60602

When Recorded, Return To:

Fred R. McMorris
Rooks, Pitts and Poust
201 Naperville Road
Wheaton, Illinois 60187-5494



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ACKNOWLEDGMENT OF SUCCESSOR MORTGAGOR (Signature of American General Hospitality Corporation)

STATE OF

Texas

COUNTY OF

Dallas

) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Steven D. Jerm, personally known to me to be the President of American General Hospitality Corporation, a Maryland corporation, a member of AGH 75 Arlington Heights, L.L.C., a Delaware limited liability company, which is the general partner of 75 Arlington Heights Limited Partnership, L.P., a Delaware limited partnership, appeared before me this day in person and acknowledged that in such capacity, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the said corporation, limited liability company and the said partnership, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and notarial seal on February 2, 1997.



Julie A. Beonar
NOTARY PUBLIC

My Commission Expires: 2/23/99

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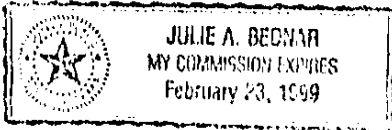
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ACKNOWLEDGMENT OF SUCCESSOR MORTGAGOR (Signature of AGH GP, Inc.)

STATE OF Texas)
COUNTY OF Dallas) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Steven D. Jorns, personally known to me to be the President of AGH GP, Inc., a Nevada corporation, which is the general partner of American General Hospitality Operating Partnership, L.P., a Delaware limited partnership, which is a member of AGH 75 Arlington Heights, L.L.C., an Delaware limited liability company, which is the general partner of 75 Arlington Heights Limited Partnership, L.P., a Delaware limited partnership, appeared before me this day in person and acknowledged that in such capacity, he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of the said corporation, limited liability company and the said partnership, for the uses and purposes therein set forth

GIVEN UNDER MY HAND and notarial seal on February 28, 1997.



Julie A. Beonar
NOTARY PUBLIC
My Commission Expires: 2/23/99

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EXHIBIT A

Legal Description

PARCEL 1:

LOT 1 IN ARLINGTON HEIGHTS PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 25261219 AND FILED AS DOCUMENT NO. LR3133810 IN COOK COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 10 DEGREES 40 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 20.80 FEET TO A POINT ON A 1375.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 26 DEGREES 35 MINUTES 14 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 1375.00 FEET, CENTRAL ANGLE 8 DEGREES 23 MINUTES 05 SECONDS, 201.22 FEET TO A POINT ON A 2547.29 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 27 DEGREES 55 MINUTES 41 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2547.29 FEET, CENTRAL ANGLE 3 DEGREES 41 MINUTES 37 SECONDS, 164.21 FEET; THENCE SOUTH 31 DEGREES 39 MINUTES 17 SECONDS WEST 9.00 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 32 DEGREES 51 MINUTES 12 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 0 DEGREES 35 MINUTES 54 SECONDS, 26.64 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 32 DEGREES 56 MINUTES 06 SECONDS EAST ALONG THE SAID WESTERLY LINE OF LOT 1 A DISTANCE OF 14.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BEING ALSO A POINT ON A 2541.29 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 32 DEGREES 12 MINUTES 53 SECONDS EAST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 1, RADIUS 2541.29 FEET, CENTRAL ANGLE 5 DEGREES 37 MINUTES 38 SECONDS, 249.59 FEET (249.56 FEET, RECORDED); THENCE SOUTH 63 DEGREES 24 MINUTES 45 SECONDS EAST ALONG TANGENT, BEING ALSO THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 135.20 FEET TO THE POINT OF BEGINNING.

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