DEPT-01 RECORDING 439.50
T#0001 TRAN 9180 05/19/97 15:01:00
#7505 # RH *-97-351078
COOK COUNTY RECORDER

(Space reserved for Recorder's use)

SECOND (MENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

399

This SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of the 14th day of May, 1997, 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.

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 name loans and other financial accommodations to Mortgagors, subject to the terms and conditions set forth in the Original Loan Agreement.

97001078

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

Michael A. Jacobson, Esq.

Katten Muchin & Zavis
525 West Monroe Street, Sulte 1600

Chicago, Illinois 60661

Common Address of Premises:

1824-1854 Besly Court Chicago, Illinois

Tax Identification Nos.:

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

- 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 "Original 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, as amended by the First Amendment to Mortgage. Security Agreement and Assignment of Leases and Rents dated as of March 20, 1996 (the "First Amendment to Mortgage"), made by Mortgagors for the benefit of Mortgagee and recorded in the Recorder's Office on April 4, 1996 as document number 96257353 (the Original Mortgage, as amended by the First Amendment to Mortgage, hereinafter is referred to as the "Mortgage"), 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 90-5036738, 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 Mongaged Property, (iii) UCC financing statement naming the Beneficiary, as debtor, filed with an 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 95-877977 filed with the Recorder's Office on December 18, 1995.
- C. The Original Loan Agreement was amended by the First Amendment to Loan Agreement and Other Loan Instruments dated as of April 16, 199) (the "First Amendment") and further amended by the Second Amendment to Loan Agreement and Other Loan Instruments dated as of March 20, 1996 (the "Second Amendment").
- D. Concurrently herewith, Mortgagors and Mortgagee are entering into the Third Amendment to Loan Agreement and Other Loan Instruments (the "Third Amendment") (the Original Loan Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, hereinafter is referred to as the "Loan Agreement"), pursuant to which, among other things, Mortgagee has agreed to advance an additional \$660,637 to Mortgagors on the terms and conditions set forth in the Third Amendment.
- E. One of the conditions precedent to the effectiveness of the Third 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. <u>Incorporation of Recitals</u>. The Recitals set forth above are incorporated herein by this reference.

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References.

From and after the date life of an in the same of the I can Instruments shall be described. References in any of the Loan Instruments shall be determined to the More that Amendment. Relification of Liability. Except as set forth herein, the Morgage remain in full force and confirm the Morgage remain in full force with their researchive terms. by this Amendment.

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- 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. <u>Counterparts</u>. 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.

(remainder of page intentionally left blank)

	AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as afgresaid
	By: (Print Name)
	(Print Title)
Attest: (Print Name) ILLEN E HEART, (Print Title) SSISIANT SECRETARY	
J-0,5	EXOHO ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership
00	By: Mark IV Realty, Inc., an Illinois corporation, a general partner
•	By: John L. Marks
	President
	By: JLM Realty. Inc., an Illinois corporation, a general partner
	By: (4. 1) noch
	John L. Marks
	President
	FINOVA CAPITAL CORPORATION a
	Delaware corporation formerly known as
	Greyhound Financial Corporation
	Ву:
	Jeffrey S. Kilrea

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)
(Print Title)

Attest:	0
(Print Name,	No.
(Print Title)	

EXOHO ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

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

John L. Marks
President

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

John L. Marks
President

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

David A. Meier
Vice President

By:

97332078

By:

STATE OF ILLINOIS)	
601p = 11 op #601) SS	
COUNTY OF COOK)	
President of Mark IV Realty foregoing instrument, and up above designated, that the si corporation as indicated after instrument freely and volunt	April, 1997, before me, a Notary Publisaid, personally appeared John L. Mary, Inc., an Illinois corporation, the corpon oath did depose that he is the Presignature to said instrument was made by said signature, and that the corporationarily for the uses and purposes therein	ks, to me known to be the coration that executed the dent of said corporation as the President of said on executed the said mentioned.
and year first above whiten.	REOF, I have hereunto set my hand at	od official seal the day
and year rust above with en.	(10 11)	
	De Colondes la	Ford
	NOTARY PUBLIC in and for	said State and County
	My commission expires: 4	1/9/3000
	4	
	'C	OFFICIAL SEAL" CLAUDIA A. LORD
STATE OF ILLINOIS)	NOTARY PUBLIC, STATE OF ILLINOIS
colpetti on cooti) SS	LAY COMMISSION EXPIRES 4/9/2000
COUNTY OF COOK	9	
President of JLM Realty, had foregoing instrument, and up above designated, that the signorporation as indicated after	April, 1997, before me, a Notary Publicated, personally appeared John L. Accident, an Illinois corporation, the corporation oath did depose that he is the President of the president of the said instrument was made by a said signature, and that the corporationarily for the uses and purposes therein in	ts, to me known to be the ich that executed the lent of said corporation as the President of said nexecuted the said
IN WITNESS WHE and year first above written.	REOF, I have hereunto set my hand an	nd official seal the day

NOTARY PUBLIC in and for said State and County

My commission expires: $\frac{4/9/3000}{}$

"OFFICIAL SEAL"
CLAUDIA A. LOND
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/9/2000

-6-

On this $\frac{99}{2}$ day o	f April.	, 1997, before me, a Notary Public in and
COUNTY OF COOK	í	
STATE OF ILLINOIS)	SS

for the State of Illinois, in the County aforesaid, personally appeared David A. Meier, 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.

NOTARY PUBLIC in and for said State and County

My compaission expires:

on Duning Clarks Office OFFICIAL SEAL SANDRA J. MUELLER Notary Public State of Lancis y Commission Expires 10111;

STATE OF ILLINOIS)	SS
COUNTY OF COOK)	33
Illinois, in the County aforesaid me known to be the same person such and ASSI Trust Company of Chicago (the signed and delivered said instrur voluntary act of the Bank, as Trustial then and Bank, did affix the Sal of the B	il, 1997, before me, a Notary Public in and for the State of personally appeared to the foregoing instrument as whose names are subscribed to the foregoing instrument as "Bank"), and in person and severally acknowledged that they nent as their own free and voluntary act, and as the free and sustee, for the uses and purposes therein set forth; and the there acknowledged that, as custodian of the seal of the ank to said instrument as own free and voluntary act and
as the free and voluntary act of forth.	the Bank, as Trustee, for the uses and purposes therein set
IN WITNESS WHERE	F. I have hereunto set my hand and official seal the day
and year first above written.	Morris Maris
	My commission expires:
"OFFICIAL SEAL" CYNTHIA K. HARRIS NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 11-19-2000	my commission expires.
	My commission expires:

9702078

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

■DOCUMENT #: CHOO05A (36404-00207-7) 268346.1;DATE:04/30/97/71ME:8:5] ■

Clort's Original