97376083

FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (the "Amendment") dated as of May 16.

1997 between Sean B. Bisceglia and Jennifer Bisceglia (his wife) (hereinafter referred to as the "Mortgagor") and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation whose saldress is 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to at the "Mortgagee");

WITNESSETH:

WHEREAS, the Montgage dated as of October 29, 1996 recorder in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 96-850762 on November 11, 1996 encumbering the real property described on Exhibit A attached hereto (the "Mortgage") to secure the payment of sums under that certain Promissory Note dated May 5, 1997 in the principal sum of Six Hundred Fifty Thousand and 00/100 Dollars (5650 000.00) of TFA Communications, L.L.C., TFA Communications Chicago, L.L.C., (FA Communications Dallas, L.L.C., TFA Communications Boston, L.L.C. (the "Borrower") payable to the order of the Lender (the "Note") with such Note being payable to the order of the Lender in such principal sum, together with interest thereon, payable at the rates and times set forth therein, with a final maturity of all principal and interest not sooner paid due and payable on demand and;

WHEREAS, the Mortgagor and the Mortgagee desire to amend the Mortgage;

NOW THEREFORE, for good and valuable consideration, are receipt of which is hereby acknowledged, the Mortgagor and the Mortgagee agree that the Mortgage shall be amended as follows:

1. The second paragraph of the Mortgage is hereby amended by adding the name "TFA Communications San Jose, L.L.C." as a Borrower.

This Mortgage granted by Mortgagor is hereby limited to the sum of \$44,000.00

All references in the Mortgage to the Note shall be deemed a reference to the Note as amended hereby.

All of the terms, provisions, agreements, and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby.



PHOTE IP

Property of Cook County Clerk's Office

Phone: (812) 201-1279

Chicago, IL 60603

Chicago, IL 60603 Helum To:

No reference to this Amendment need be made in any instrument or document at any time referring to the Mortgage, any reference in any such instrument or document will be deemed a reference to the Mortgage and Security Agreement as amended hereby.

IN WITNESS WHEREOF, the Mortgagor has executed this Amendment as of the date first above written.

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STATE OF ILLINOIS **COUNTY OF COOK**

I. Colke D. Welling, a notary public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Sean B. Bisceglia and Jennifer Bisceglia who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument of their own free and voluntary act for the uses and purposes therein set forth.

VEN.

OCOLUMN CLORES OFFICE GIVEN under my hand and notarial scal this ______ day of May, 1997.

(SEAL)

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PARCEL I

THAT PART OF LOT 4 OF BORN'S SUBDIVISION (ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON MAY 23, 1934 AS DOCUMENT 11402928) OF LOT "C" (EXCEPT THOSE PARTS THEREOF DEDICATED OR TAKEN FOR HIGHWAYS) IN THE SUBDIVISION OF ALL OF LOTS 1,2,3,4, THE NORTH 24.7 FEET OF LOT 7 AND PART OF LOTS 5 AND 6 ALL IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (ACCORDING TO THE PART RECORDED IN BOOK 81 OF PLATS PAGE 11) AND THE NORTH 24.7 FEET OF THE EAST 320.25 FEET OF THE SOUTHWEST 1/4 OF SECTION 6, DESCRIBED AS FOLLOWS.

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT; THENCE EASTERLY ALONG THE NOPHERLY LINE OF SAID LOT, 144.28 FEET TO A CORNER OF SAID LOT, THENCE SOUTHERLY LINE OF SAID LOT, 113.82 FEET TO A POINT FOR PLACE OF BEGINNING THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 110.26 FEET TO THE EASTERLY LINE OF SHERIDAN ROAD. THENCE NORTHERLY ALONG THE EASTERLY LINE OF SHERIDAN ROAD 50.84 FEET TO A POINT WHICH IS 64.82 FEET SOUTHERLY OF AND MEASURED AT RIGHT ANGLES THERETO THE NORTHERLY LINE OF SAID LOT, THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAIF LOT, 122.68 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 49 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2

THAT PART OF LOT 4 IN BORN'S SUBDIVISION (AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 23, 1934 AS DOCUMENT 11402928) DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 144.28 FEFT TO A CORNER OF LOT, THENCE SOUTHERLY AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT, 64.82 FEET TO A POINT FOR A PLACE OF BEGINNING, THENCE WESTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 1/2 68 FEET TO THE EASTERLY LINE OF SHERIDAN ROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SHERIDAN ROAD 51.29 FEET TO A POINT WHICH IS 16 FEET SOUTHERLY OF AND MEASURED AT RIGHT ANGLES THERETO THE NORTHERLY LINE OF SAID LOT, THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 138.37 FEET TO A POINT, THENCE SOUTHERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 48.82 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

which has the address of 951 Sheridan Road, Glencoe, Illinois ("Property Address") P.I.N. 05-06-201-011

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