

**FIRST AMENDMENT
TO MORTGAGE, ASSIGNMENT OF RENTS
AND LEASES AND PROMISSORY NOTE**

Dated as of December 1, 1997

BANCO POPULAR, ILLINOIS, f/k/a
AMERICAN MIDWEST BANK & TRUST, as Trustee and not personally under Trust Agreement No. 6443 and dated September 11, 1992 ("Maker"), MICHAEL J. CARROLL ("Carroll"), ROBERT A. MCKINNEY ("McKinney"), CHICAGOLAND MATERIAL HANDLING SALES & SERVICE COMPANY, INC. f/k/a Clarklift of Chicago North, Inc. ("CCI"), MIDWAY MATERIAL HANDLING SALES & SERVICE, INC. f/k/a Clarklift South, Inc. ("CSI," and collectively with Carroll, McKinney and CCI, "Guarantor"), and ASSOCIATES COMMERCIAL CORPORATION, as successor-in-interest by merger to Clark Credit Corporation ("Mortgagee," "Lender" or "Payee").

WHEREAS, Payee is the current holder of Maker's \$350,000 Promissory Note, dated October 15, 1992 (the "Note"), to evidence a \$350,000 loan (the "Loan") to Maker;

WHEREAS, as part of the collateral to secure the Loan, Maker executed (a) a Mortgage, dated October 15, 1992 (the "Mortgage"), in favor of Mortgagee encumbering the real property described on Exhibit A, commonly known as 6230 South Central Avenue, Chicago, Illinois (the "Mortgaged Premises"), which was recorded on October 16, 1992, with the Recorder of Deeds, Cook County, Illinois (the "Recorder"), as Document Number 92772743, and (b) an Assignment of Rents and Leases, dated October 15, 1992 (the "Assignment"), in favor of Lender, encumbering the Mortgaged Premises, which was recorded on October 16, 1992, with the Recorder as Document Number 92772744;

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING SHOULD BE
RETURNED TO:

Jeffrey P. Gray
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Chicago, Illinois 60606-1229



WHEREAS, as part of the security for the Loan, each of Guarantor delivered to Payee their guaranties, each dated October 15, 1992 (collectively, the "Guaranty"); and

WHEREAS, by its terms, the Note was to be paid in full on December 1, 1997, and as of December 1, 1997, after application of the \$3,319.81 payment received on such date, the principal balance due under the Note was \$311,466.61; and

WHEREAS, Maker and Payee have agreed to extend the maturity date of the Note and to otherwise amend the Note as provided herein;

IT IS AGREED AS FOLLOWS:

SECTION 1 EFFECT OF AMENDMENT

This Amendment amends the Note, the Mortgage, the Assignment and any other documents or agreements delivered by Maker or Guarantor in connection with the Note (collectively referred to as the "Loan Documents") as hereinafter provided. The terms of this Amendment shall govern in the event of any conflict with the terms of any of the Loan Documents. Except as amended herein, the Loan Documents shall remain in full force and effect and shall be incorporated herein and made a part hereof by reference. All references in any of the Loan Documents to a particular document shall be deemed to include this Amendment. Maker and Guarantor agree that all the security interests granted in the Loan Documents shall remain in full force and effect and are unimpaired. By its execution of this Amendment, Maker and Guarantor affirm all of the representations, warranties, covenants and terms of the Loan Documents, and confirm the accuracy or compliance of such provisions as if entered into as of the date of this Amendment. Guarantor hereby consents to and approves this Amendment.

SECTION 2 NOTICES

For purposes of all Loan Documents, the address of Payee, Mortgagee and Lender, as the case may be, shall be 8001 Ridgepoint Drive, Irving, Texas 75063.

SECTION 3 NOTE

SECTION 3.1 MATURITY DATE. The monthly installments of principal and interest of \$3,319.81 shall continue for an additional 61 months, commencing December 1, 1997, and Maker shall pay a final installment in an amount equal to the unpaid principal, plus all accrued and unpaid interest thereon, on January 1, 2003. Payee confirms receipt of the payment due December 1, 1997.

SECTION 3.2 INTEREST RATE. Commencing on the date hereof, the Note interest rate shall be decreased to 9 percent per annum.

SECTION 4 CONDITIONS

This Amendment shall not be effective until Payee shall have received all of the following:

(a) Performance. Satisfactory evidence that no defaults shall exist under the Loan Documents.

(b) Miscellaneous. Such other payments, documents and certificates as Payee may request, including, without limitation, an endorsement to Payee lender's title insurance policy.

SECTION 5 RELEASE

Maker and Guarantor hereby acknowledge that, as of the date hereof, there are no offsets, counterclaims or defenses of any nature whatsoever, known or unknown, related to the Loan, the Loan Documents or the obligations of Maker or Guarantor thereunder. Nevertheless, if and to the extent that Maker or Guarantor is deemed to have any such offsets, counterclaims, or defenses, Maker and Guarantor for themselves and for each of their past, present and future officers, directors, shareholders, agents, attorneys, representatives, beneficiaries, heirs, executors, administrators, successors and assigns, as applicable (collectively, the "Releasors"), for and in consideration of the execution and delivery of this Amendment, the covenants and agreements set forth herein, and for other good and valuable consideration received by Maker and Guarantor the receipt and sufficiency of which are hereby acknowledged, hereby releases, remises, and forever discharges Payee and any and all of its divisions, subsidiaries, parents, affiliates and other related entities (whether or not such entities are wholly-owned) and each of its past, present and future directors, trustees, fiduciaries, administrators, officers, agents, employees, servants, shareholders, attorneys and insurers (as well as the predecessors, successors and assigns of each of them) (collectively, the "Releasees") of and from all manner of actions, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, liability, rights of offset, executions, claims, counterclaims and demands, whatsoever, in law or in equity, known or unknown, liquidated or unliquidated, suspected or unsuspected, foreseen or unforeseen, which the Releasors, or any of them, now have, ever had, or hereafter can, shall or may have, or may hereafter assert against one or more of the Releasees for or by reason of:

(a) any controversy, matter, claim, damage or cause of action whatsoever (including, without in any way limiting the generality of the foregoing, all direct and indirect claims either for direct, consequential, or punitive damages of any kind) arising or accruing on or before the date hereof, whether known or unknown, liquidated or unliquidated, suspected or unsuspected, foreseen or unforeseen at the present time; or

(b) any acts, omissions to act or events occurring at any time or times on or before the date hereof which result or may result in present or future claims of any kind (including, without in any way limiting the generality of the foregoing, all direct and indirect claims either for direct, consequential, or punitive damages of any kind);

arising out of, incurred in connection with or in any way relating to any of the Loan Documents, the Loan (including, without limitation, the administration of the Loan) or the Mortgaged Premises (collectively, the "Released Claims") and hereby waive any and all defenses that they may otherwise be entitled to raise against Payee with respect to any of the Released Claims. Maker and Guarantor further expressly warrant and represent, that none of the Releasors has sold, granted, transferred or assigned or caused to be sold, granted, transferred or assigned to any other person, firm, corporation or other entity any portion of the Released Claims nor any portion of any recovery or settlement to which they may be entitled. In addition, Maker and Guarantor hereby expressly covenant and agree, that none of the Releasors shall bring, or assist in bringing, any claim, action, cause of action, or proceeding regarding or in any way related to any of the Released Claims, and Maker and Guarantor further agree that the release set forth in this Section 5 is, will constitute, and may be pleaded as, a bar to any such claim, action, cause of action or proceeding. Maker and Guarantor further agree that the release set forth in this Section 5 shall not be set aside for any unilateral or mutual mistake either in law or fact, and, further, Maker and Guarantor acknowledge that no promises or inducements whatsoever, other than the consideration recited herein, will be or have been made to Maker and Guarantor to induce Maker and Guarantor to agree to release the Releasees as set forth in this Section 5.

SECTION 6 MISCELLANEOUS

SECTION 6.1 SURVIVAL OF AGREEMENTS. All agreements, representations and warranties made herein and in the Agreement shall survive the making of the Loan.

SECTION 6.2 COUNTERPARTS. This Amendment may be executed by the parties on any number of separate counterparts, and by each party on separate counterparts; each counterpart shall be deemed an original instrument; and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6.3 FEES. Maker shall pay Payee on demand all out-of-pocket expenses paid or incurred by Payee in connection with this Amendment and its preparation and negotiation and any other documents required hereunder.

SECTION 6.4 WAIVER OF JURY TRIAL. MAKER, GUARANTOR AND PAYEE EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THE LOAN DOCUMENTS OR RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THE LOAN DOCUMENTS AND THIS AMENDMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

SECTION 6.5 TRUSTEE'S EXCULPATION. This Assignment is executed by American Midwest Bank & Trust, not individually or personally but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed by Payee and by every person now or hereafter claiming any right hereunder that nothing contained herein shall be construed as creating any liability on trustee to pay the Note or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or under the Mortgage or the Assignment or to perform any warranties, indemnities, undertakings, agreements or covenants either express or implied herein contained, all such liability, if any, being expressly waived.

IN WITNESS WHEREOF, the parties have executed this Amendment as of December 1, 1997.

BANCO POPULAR, ILLINOIS f/k/a
AMERICAN MIDWEST BANK & TRUST,
as Trustee and not personally under Trust
Agreement known as Trust No. 6443 and
dated 11 September 1992

By: [Signature]
its Vice President Laura Hughes

[Signature]
Michael J. Carroll

[Signature]
Robert A. McKinney

CHICAGOLAND MATERIAL HANDLING SALES & SERVICE
COMPANY, INC. f/k/a Clarklift of Chicago North, Inc.

By: [Signature]
Its President

MIDWAY MATERIAL HANDLING SALES & SERVICE, INC. f/k/a
Clarklift South, Inc.

By: [Signature]
Its President

ASSOCIATES COMMERCIAL CORPORATION

By: *[Signature]*
Its: Senior Vice President

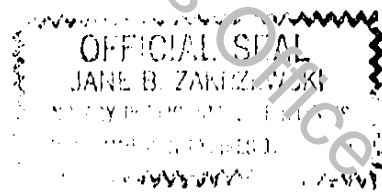
Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public, in and for and residing in Cook County, in the State aforesaid DO HEREBY CERTIFY that Laura Hughes, the Vice President of/BANCOR POPULAR, ILLINOIS f/k/a American Midwest Bank and Trust, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such Vice President, appeared before me this day in person and being first duly sworn by me acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 9th day of January, 1998

[Signature]
Notary Public

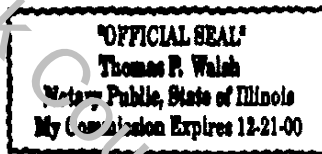


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public, in and for and residing in Cook County, in the State aforesaid DO HEREBY CERTIFY that Michael J. Carroll, personally known to me to be the same person whose name is subscribed in the foregoing instrument appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 26th day of December, 1997.

Thomas P. Walsh
Notary Public



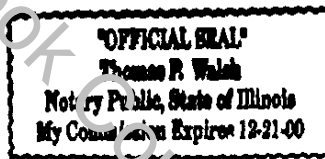
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public, in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. McKinney, personally known to me to be the same person whose name is subscribed in the foregoing instrument appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 26th day of December, 1997.

Thomas P. Walsh

Notary Public

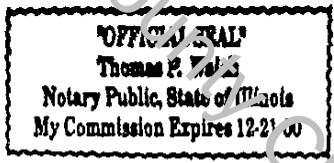


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public, in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY that Robert A McKinney, the President of Chicagoland Material Handling Sales & Service Company, Inc. f/k/a Clarklift of Chicago North, Inc., personally known to me to be the same person whose name is subscribed in the foregoing instrument as such President, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 26th day of December, 1997.

Thomas P Walsh
Notary Public

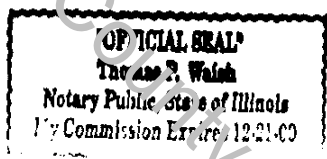


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public, in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. McKinney, the President of Midway Material Handling Sales & Service, Inc. f/k/a Clarklift South, Inc., personally known to me to be the same person whose name is subscribed in the foregoing instrument as such President, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 26th day of December, 1997.

Thomas P. Walsh
Notary Public



STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

I, the undersigned Notary Public, in and for and residing in Dallas County, in the State aforesaid, DO HEREBY CERTIFY that Tom K. Lemelle the General President of Associates Commercial Corporation, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such General President, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 23rd day of November, 1997.

Edra Ruth Bauman
Notary Public

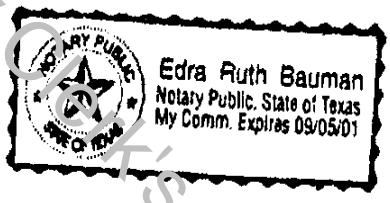


EXHIBIT A

LEGAL DESCRIPTION

LOTS 10, 11, 12, 13 and 14 IN BLOCK 8 IN THE THIRD ADDITION TO CLEARING,
A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17,
TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Address: 6230 South Central Ave.
Chicago, Illinois

Permanent Index Numbers:

19-17-431-024-0000
19-17-431-025-0000
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