## UNOFFICIAL CONTROLL OF 1 OF 1999-02-01 15:10:33

Cook County Recorder

Skokie, Illinois



### FIRST AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT

This FIRST AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT (this "Amendment"), is made as of the 22nd day of January 1999 by and between FILENE'S BASEMENT, INC., a Massachusetts corporation having its principal place of business at 40 Walnut Street, Wellesley, Massachusetts 02481 (the "Mortgagor") and BANKBOSTON, N.A, a national banking association having a principal place of business at 100 Federal Street, Soston, Massachusetts 02110, as Agent for the Administrative Agent and the lenders (the "Banks") which are now or may become parties to the Credit Agreement (18 hereinafter defined) (in such capacity, the "Mortgagee"). Capitalized terms used herein without definition which are defined in the Credit Agreement shall have the same meanings herein as in the Credit Agreement.

WHEREAS, the Mortgagor executed and delivered to the Mortgagee that certain Leasehold Mortgage, Assignment of Leases and Security Agreement dated as of December 3, 1998 which was recorded on December 17, 1998 in Cook County, Cook County Recorder of Deeds as Document No. 08145467 with respect to the premises legally described therein (the "Moragage") and which is set forth herein as Exhibit A;

WHEREAS, the Mortgagor, Filene's Base and Corp. (the "Guarantor"), the Mortgagee and the Banks are entering into a certain Second Amended and Restated Revolving Credit Agreement (the "Credit Agreement") dated as of January 22, 1999 which amends and restates that certain Amended and Postated Revolving Credit and Term Loan Agreement dated as of January 30, 1998, as amended, which amends and restates the Revolving Credit and Term Loan Agreement dated as of May 23, 1996, as amended by an Amendment No. 1 dated as of June 28, 1996;

WHEREAS, the obligations originally secured by the Mortgage have not been satisfied, discharged or fully repaid but have been amended and restructured in accordance with the terms of the Loan Documents (as defined in the Credit Agreement);

WHEREAS, the parties wish to amend the terms of the Mortgage to reflect certain amendments to the Loan Documents and to secure, among other things, the Mortgagor's obligations under the Loan Documents, as such may be amended, modified or restated from time to time;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

99106138

#### **EXHIBIT A**

#### **DESCRIPTION OF PREMISES**

The premises include approximately 30,000 square feet of the building located at the corner of Skokie Boulevard and Golf Road in Skokie, Illinois, including 200 square feet representing 50% of the dock staging area space. The premises are located in the building commonly known as Orchard Place Shopping Center, situated in the City of Skokie, County of Cook, State of o.

Cook County Clark's Office Illinois, as more particularly described in formal legal description in Exhibit A-1 as annexed here to.

# **UNOFFICIAL COPY**

STATE OF SLLINOIS COLATT OF COOK

EXHIBIT A-I

LTHOMAS I POPKE AN ELENOIS REGISTERED LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE POLLOWIN DESCRIBED PROPERTY:

ALSO
THAT PART OF THE EAST US OF THE NORTHEAST I/S OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 BAST OF THE THIRD PRINCIPAL MEDIDION AT A POINT ON THE WEST LINE OF THE ART 13 ROAD OF THE NORTHEAST WAY BAID SECTION 16, 40.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST WAY THENCE SOUTH ON THE WEST LINE OF THE BAST 13 ROUS OF THE NORTH UN A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHEAST WAY FEET. THENCE NORTH WAS CUNCAVED SOUTHWESTERLY AND HAVING A RANGE OF SET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVE CUNCAVED SOUTHWESTERLY AND HAVING A RANGE OF SET TO THENCE NORTHWESTERLY ON A CURVE CURVE SLAT FEET TO A POINT OF CURVE. THEN NORTHEAST WAS DESCRIBED CURVE SLAT FEET TO A POINT OF CURVE. THEN NORTHEAST WAY A CURVE CONCAVED EASTERLY AND HAVING A RANGE OF THE PLACE OF SEUNNHAL THENCE SAST ON A LINE 40.0 FEET WAITH OF AND PARALLEE WITH THE WEST OF THE PLACE OF SEUNNHAL IN COOR COUNTY, ILLINOIS AND PARALLEE WITH THE WEST ON A LINE 40.0 FEET WAITH AND PARALLEE WITH THE WEST ON A LINE 40.0 FEET WAITH AND PARALLEE WITH THE WEST ON A LINE 40.0 FEET WAITH AND PARALLEE WITH THE WEST ON A LINE 40.0 FEET WAITH AND PARALLEE WITH THE WEST ON A LINE 40.0 FEET WAITH AND PARALLEE WITH THE WEST ON A LINE 40.0 FEET WAITH AND PARALLEE WITH THE WEST ON A LINE 40.0 FEET WAITH AND PARALLEE WITH THE WEST ON A LINE 40.0 FEET WAITH AND PARALLEE WITH THE WEST ON A LINE 40.0 FEET WAITH AND PARALLEE WITH THE WEST ON A LINE 40.0 FEET WAITH AND PARALLEE WITH THE WEST ON THE WEST OF THE PLACE OF SEUNNHAL IN COOR COUNTY, ILLINOIS

THE SOUTH 10 0 FEET OF THE NORT: SOME FEET OF THE EAST 12.0 FEET UP THAT PART UP THE EAST 12.0 OF THE NORTHEAST QUARTER OF SECTION TO WASHINGTON TO THE WEST LINE UP THE EAST 33 ROLLS OF THE NORTHEAD ALSO ALSO ALSO

FURTHER CERTIFY THAT THE PLAT HERICAPPEANN IS A CORRECT REPRESENTATION OF EACH SURVEY AND RESURDIVISION.

FURTHER GERTEST THAT THE PROPERTY BLOWN HERBON IS IN JOHN C PRACOMMONITY PANEL TO 1/1000 DATED PERSUARY 14, 1979

DATED THE STIL DAY OF LAT

HELBICUS RECENTERED LAND BURYETOR

EASEMENT PROVISIONS

THE OWNER OF THE PROPERTY HEREST EUROPVINED HEREST RESERVES INTO HISELF, ITS BUCCESSORE, MORTGAGEES AND ASSIGNS. A PREMETION EXCLUSIVE EAREMENT OVER, UPON AND UNDER THE PROPERTY HEREST SIMILATION FOR PEDESTRIAN AND VEHICLAR INGRESS AND IN RECORD FOR PEDESTRIAN AND VEHICLAR INGRESS AND IN RELIGIOUS FOR PEDESTRIAN AND VEHICLAR INGRESS AND INFORMATION OF THE SUBJECT PROPERTY IMPROVED AND MAINTAINED FOR BUCH PURPOSES, AND CONSTRUCTION OF THE SUBJECT PROPERTY IMPROVED AND MAINTAINED FOR BUCH PURPOSES, AND CONSTRUCTION OF THE SUBJECT PROPERTY INFORMATION OF THE SUBJECT PROPERTY IN ANY SECURITIES AND PACIFITIES AND PACIFITIES AND THE SUBJECT PROPERTY OF THE SUBJECT PROPERTY OF

ALE

AN EXSENSIVE FOR SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC HATHRAL CLAS AND COMMANICATION SERVING UNDITABLE DO COMMANICATION AND HOSTIGATED TO COMMANICATION SERVING INVESTIGATED TO COMMANICATION SERVING INVESTIGATED TO COMMINICATE AND REMOVE PROMETED TO TIME FACTLINES USED BY CONNECTION WITH OVERHEAD AND SERVICE COMMINICATION WITH OVERHEAD AND SERVICE COMMINICATION WITH OVERHEAD AND SERVICE COMMINICATION WITH THE RIGHT TO INSTALL SEQUENCE BERVICE COMMINICATION AND ASSETS OF EACH SERVICE COMMINICATION ASSETS OF EACH SERVICE COMMINICATION ASSETS OF AREAS AND THE RIGHT TO COLOR TRIME OR ON ADJACENT LATE. AND SERVICE COMMINICATION OF THE RIGHT TO COLOR TRIME OR CHARDISCENT THEREON COLOR TO THE RESIDENCE OF THE RIGHT TO SALES TO THE RIGHT TO SALES TO THE RIGHT TO COLOR TRIME OR CHARDISCENT THEREON COLOR TO THE RESIDENCE OF THE RIGHT TO SALES USED SHOULD SERVICE COMMINICATION SHOULD SHOULD SERVICE STRUCTUONS OF THE RIGHT TO SALES SHOULD SERVICE COMMINICATION SHOULD SERVICE STRUCTUONS OF THE RIGHT TO SALES SHOULD SERVICE SERVICE OF THE RESIDENCE OF THE RIGHT TO SALES SHOULD SERVICE SE