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(Space reserved for Recorder's use)

**THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS**

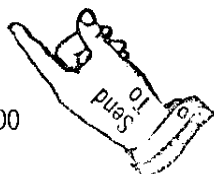
This **THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS** (this "Amendment") is made as of the 31st day of December, 1998, by **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally, but solely as Trustee ("Trustee") under Trust Agreement dated November 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"), as amended by the First Amendment to Loan Agreement and Other Loan Instruments dated as of April 16, 1991 (the "First Amendment"), as further amended by the Second Amendment to Loan Agreement and Other Loan Instruments dated as of March 20, 1996 (the "Second Amendment"), and as further

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

Michael A. Jacobson, Esq.
Katten Muchin & Zavis
525 West Monroe Street, Suite 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

JR 09/856 REC 10#1

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amended by the Third Amendment to Loan Agreement and Other Loan Instruments dated as of May 14, 1997 (the "Third Amendment"), pursuant to which Mortgagee made loans and other financial accommodations to Mortgagors, subject to the terms and conditions set forth in the Original Loan Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment.

B. 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, and as further amended by the Second Amendment to Mortgage, Security Agreement and Assignment of Leases and Rents dated as of May 14, 1997 (the "Second Amendment to Mortgage"), made by Mortgagors for the benefit of Mortgagee and recorded in the Recorder's Office on May 19, 1997 as document number 97351078 (the "Original Mortgage, as amended by the First Amendment to Mortgage and the Second 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-U26738, 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 Mortgaged Property, (iii) UCC financing statement naming the Beneficiary, as debtor, filed with the 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. Concurrently herewith, Mortgagors and Mortgagee are entering into the Fourth Amendment to Loan Agreement and Other Loan Instruments (the "Fourth Amendment") (the Original Loan Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, and as the same further may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "Loan Agreement"), pursuant to which, among other things, Mortgagee has agreed to extend the maturity of the Loan to December 31, 2000 on the terms and conditions set forth in the Fourth Amendment.

D. One of the conditions precedent to the effectiveness of the Fourth Amendment is

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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. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference.

2. **Modification to Mortgage.** Recital A of the Mortgage is deleted in its entirety and the following is substituted in lieu thereof:

A. The Mortgagors and Mortgagee have entered into a certain Loan Agreement dated as of December 26, 1990 (the "Original Loan Agreement"), as amended by the First Amendment to Loan Agreement and Other Loan Instruments dated as of April 16, 1991 (the "First Amendment"), as further amended by the Second Amendment to Loan Agreement and Other Loan Instruments dated as of March 20, 1996 (the "Second Amendment"), as further amended by the Third Amendment to Loan Agreement and Other Loan Instruments dated as of May 14, 1997 (the "Third Amendment"), and as further amended by the Fourth Amendment to Loan Agreement and Other Loan Instruments dated as of December 31, 1998 (the "Fourth Amendment") (the "Original Loan Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, and as the same further may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "Loan Agreement"), pursuant to which Mortgagee made the Original Loan to Mortgagors (the outstanding principal balance of which as of the Third Amendment Closing Date is \$1,826,279.70) and has agreed to make the Third Amendment Advance to Mortgagors in the original principal amount of \$660,637, upon the terms and conditions contained in the Loan Agreement. The Loan is evidenced by (i) a Note dated as of December 26, 1990 in the original principal amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000) made by the Mortgagors, jointly and severally, and payable to the order of and delivered to Mortgagee (such Note, together with all notes issued in substitution or exchange therefor and/or as any of the foregoing may be amended, modified or supplemented from time to time hereafter, hereinafter is referred to as the "Original Note") and (ii) a Third Amendment Advance Note dated as of May 14, 1997 in the original principal amount of Six Hundred Sixty Thousand Six Hundred Thirty-Seven and No/100 Dollars (\$660,637) made by Mortgagors, jointly and severally, and payable to the order of and delivered to Mortgagee (such Note, together with all notes issued in substitution or exchange therefor and/or as any of the foregoing may be amended, modified or supplemented from time to time hereafter, hereinafter is referred to as the "Third Amendment Advance Note" and, together with the Original Note, hereafter are referred to collectively as the "Note")."

3. **References.** From and after the date hereof, all references to the "Mortgage" contained in any of the Loan Instruments shall be deemed to refer to the Mortgage as amended

by this Amendment.

4. **Ratification of Liability.** Except as set forth herein, the liabilities, obligations and agreements of Mortgagors under the Mortgage remain in full force and effect in accordance with their respective terms. Mortgagors hereby ratify and confirm their liabilities, obligations and agreements under the Mortgage, and acknowledge that (i) they have no defenses, claims or set-offs to the enforcement by Mortgagee of such liabilities, obligations and agreements; (ii) Mortgagee has fully performed all obligations to Mortgagors which Mortgagee may have had or has on and as of the date hereof and (iii) other than as specifically set forth herein, Mortgagee does not waive, diminish or limit any term or condition contained in the Mortgage.

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. **Counterparts.** 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.

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IN WITNESS WHEREOF, this Amendment has been executed and delivered by the parties hereto on the date first set forth above.

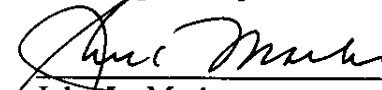
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

By: 
(Print Name) Anthony Dimonte
(Print Title) Authorized Officer


Attest: Attestation not required by American National Bank and Trust Company of Chicago Bylaws
(Print Name) _____
(Print Title) _____

EXOHO ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

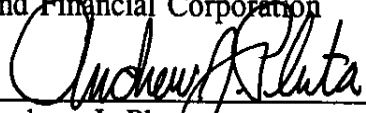
By: Mark IV Realty, Inc., an Illinois corporation, a general partner

By: 
John L. Marks
President

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

By: 
John L. Marks
President

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

By: 
Andrew J. Pluta
Vice President

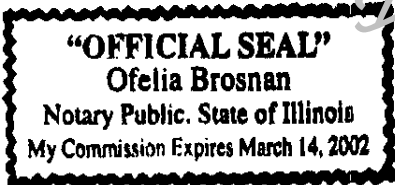
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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

On this 31st day of December, 1998, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared **John L. Marks**, to me known to be the President of Mark IV Realty, Inc., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the President of said corporation as above designated, that the signature to said instrument was made by the 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.



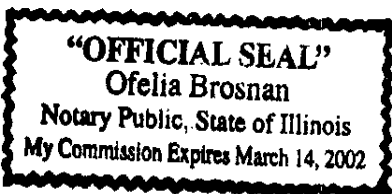
Ofelia Brosnan
NOTARY PUBLIC in and for said State and County

My commission expires: 3-14-2002

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

On this 31st day of December, 1998, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared **John L. Marks**, to me known to be the President of JLM Realty, Inc., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the President of said corporation as above designated, that the signature to said instrument was made by the 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.

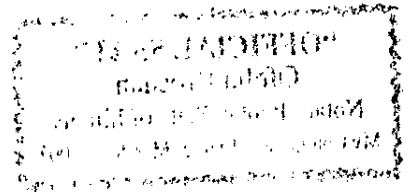
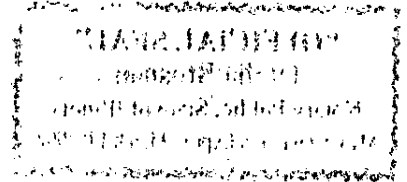


Ofelia Brosnan
NOTARY PUBLIC in and for said State and County

My commission expires: 3-14-2002

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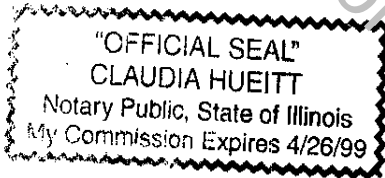


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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 27 day of January, 1998⁹, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared **Andrew J. Pluta**, 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.



Claudia Hueitt
NOTARY PUBLIC in and for said State and County

My commission expires: 4/26/99

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of JANUARY, 1999, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared Anthony A. DiMento and _____, to me known to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER and _____, respectively, of American National Bank and Trust Company of Chicago (the "Bank"), and in person and severally acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of the Bank, as Trustee, for the uses and purposes therein set forth; and the said TRUST OFFICER and there acknowledged that _____, as custodian of the seal of the Bank, did affix the seal of the Bank to said instrument as _____ own free and voluntary act and as the free and voluntary act of the Bank, as Trustee, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Cynthia K. Harris
NOTARY PUBLIC in and for said State and County
My commission expires: _____

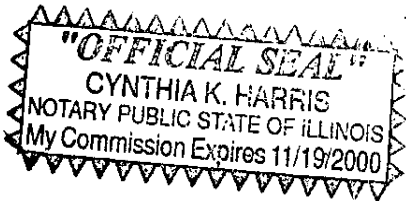


EXHIBIT A

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

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Property of Cook County Clerk's Office