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FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND NEW FIRST MORTGAGE AND SECURITY AGREEMENT

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This First Modification of Mortgage and Security Agreement and New First Mortgage and Security Agreement (hereinafter referred to as the "First Modification of Mortgage"), dated as of the 12th day of December, 1989, by ROCFAM ENTERPRISES LIMITED PARTNERSHIP, a Delaware limited partnership, (herein called "Mortgagor"), to and for the benefit of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee a certain Mortgage Note dated May 17, 1989 in the principal amount of \$3,754,000 (said Mortgage Note is hereinafter referred to as "Note"); and

WHEREAS, Mortgagor and Mortgagee did, by First Modification and Amendment of Mortgage Note, dated as of the 12th day of December, 1989, (said First Modification and Amendment of Mortgage Note is hereinafter referred to as "First Modification of Mortgage Note"), modify and amend the Note to (i) increase the principal amount of the Note from \$3,754,000 to \$7,261,000; (ii) extend the maturity date; and (iii) adjust the monthly payments to be made under the Note, and as part additional security thereof, Mortgagor agreed to grant to Mortgagee a first mortgage on eight (8) separate and additional parcels of real estate in addition to the real estate originally given to Mortgagee to secure the original principal amount of the Note; and

WHEREAS, for the purpose of securing payment of the original indebtedness evidenced by the Note, the Mortgagor did execute and deliver to Mortgagee a Mortgage and Security Agreement (hereinafter referred to as "Mortgage"), dated concurrently with the Note, originals of which Mortgage were filed on May 17, 1989 as Document No. 3795431 in Cook County, recorded on May 18, 1989 as Document No. 89225737 in Cook County, as Document No. R89058581 in DuPage County, and as Document No. 1974235 in Kane County, and recorded on May 19, 1989 as Document 2793894 in Lake County, on eight (8) separate parcels of real estate legally described on Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, for the purpose of securing payment of the original indebtedness evidenced by the Note, the Mortgagor executed and delivered to Mortgagee a certain Assignment of Rents and Leases, dated concurrently with the Note, originals of which were filed on May 17, 1989 as Document No. 3795432 in Cook County and recorded on May 18, 1989 as Document No. 89225738 in Cook County, as Document No. R89058582 in DuPage County, and as Document No.

PREPARED BY MAIL TO:
RICHARD MERRILL
211 W. WACKER - #1530
CHGO. IL. 60606

Resolution of City of Chicago
2590214
11/23/89
E110588

[Handwritten initials]

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1974236 in Kane County and recorded on May 19, 1989 as Document No. 2793895 in Lake County, (said Assignment of Rents and Leases is hereinafter referred to as "Assignment of Rents"); and

WHEREAS, for the purpose of further securing the original indebtedness evidenced by the Note, the Mortgagor executed and delivered to Mortgagee certain Financing Statements, dated concurrently with the Note, which Financing Statements were filed on May 17, 1989 as Document No. 3795433 in Cook County and recorded on May 18, 1989 as Document No. 89 U 12386 in Cook County, as Document No. R89058583 in DuPage County, and as Document No. 1974232 in Kane County and recorded on May 19, 1989 as Document No. 89 U 268 in Lake County, (which Financing Statements are hereinafter referred to as "Financing Statements") and

WHEREAS, Mortgagor and Mortgagee desire to modify the Mortgage, Assignment of Rents and Financing Statements to refer to the Note as amended by the First Modification and Amendment of Mortgage Note and further to grant and convey to Mortgagee a first mortgage on the eight (8) separate and additional parcels of real estate, such that the Note and First Modification and Amendment of Mortgage Note shall be secured by the Mortgage, this First Modification of Mortgage, Assignment of Rents and Leases and Financing Statements on the sixteen (16) separate parcels of real estate located in various counties of the State of Illinois legally described herein.

NOW, THEREFORE, in consideration of the above set forth recitals, the terms of which are by this reference incorporated herein, of the covenants, promises and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The aforesaid recitals are hereby incorporated into this First Modification of Mortgage.
2. The Mortgage, First Modification of Mortgage, Assignment of Rents and Financing Statements shall be deemed to secure the Note as modified by the First Modification and Amendment of Mortgage Note.
3. The Mortgagor does hereby GRANT, WARRANT, RELEASE, REMISE, ALIEN, MORTGAGE AND CONVEY unto the Mortgagee, the eight (8) separate parcels of real estate legally described on Exhibit B attached hereto and by this reference incorporated herein. The granting by the Mortgagor to Mortgagee of a first mortgage on the real estate legally described on Exhibit B is part of the additional consideration for the increase in the principal amount of the Note and other modifications set forth in the First Modification of Mortgage Note.

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4. The first mortgage and security agreement granted to the Mortgagee hereunder on the real estate legally described on Exhibit B attached hereto shall be subject to all of the terms, covenants, conditions and obligations as set forth in the Mortgage (except as modified herein), a copy of which Mortgage is hereby attached hereto as Exhibit C and by this reference incorporated herein. The Mortgagor hereby agrees to perform all terms, covenants, conditions and obligations set forth in the Mortgage attached hereto as Exhibit C as though all of said terms and provisions were restated in full in this First Modification of Mortgage.

5. The principal sum appearing on Page 1 of the Mortgage is hereby changed and increased from \$3,754,000 to \$7,261,000.

6. The maturity date appearing on Page 1 of the Mortgage is hereby changed from April 30, 1990 to November 30, 1992.

7. All references contained in the Mortgage to the defined term "Note" is hereby changed to now refer to and include the Note and the First Modification of Mortgage Note.

8. All references contained in the Mortgage to the defined term "Loan Documents" is hereby changed to now refer to and include the First Modification of Mortgage Note, this First Modification of Mortgage and First Modification of Limited Personal Guaranty of Robert Rocque, and all other additional documents given by Mortgagor to Mortgagee respecting the First Modification of the Mortgage Note.

9. The term "Premises" as defined in the Mortgage shall be deemed to include sixteen (16) separate parcels of real estate, being the eight (8) separate parcels of real estate originally described in the Mortgage and legally described in Exhibit A attached hereto, and the eight (8) additional separate parcels of real estate which Mortgagor is conveying unto the Mortgagee hereunder and legally described on Exhibit B attached hereto.

10. Mortgagor and Mortgagee acknowledge that with respect to one of the eight additional parcels of real estate on Exhibit B, Mortgagor's interest therein is a leasehold interest and is subject to a ground lease. With respect to this parcel, Mortgagor agrees to grant a separate leasehold mortgage ("Leasehold Mortgage") in said parcel to Mortgagee and shall also deliver an estoppel certificate from the ground lessor containing such certifications and representations as Mortgagee may require.

11. The waiver of redemption and reinstatement rights referred to in Paragraph 29 of the Mortgage is hereby restated and reaffirmed by Mortgagor with respect to all of the real estate legally described on Exhibits A and B.

12. Paragraph 33 of the Mortgage, entitled "Partial Releases" is hereby modified and changed to now include all

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sixteen (16) parcels of real estate legally described on Exhibits A and B.

13. The dollar amount set forth in Paragraph 45 of the Mortgage, entitled "Future Advances", is hereby changed from \$4,150,000 to \$7,261,000.

14. Except as modified herein, Mortgagor does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations as set forth in the Mortgage and all other documents securing the Note and First Modification of Mortgage Note.

15. Except as modified herein, the terms, conditions and covenants of the Mortgage shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this First Modification of Mortgage and Security Agreement and the Mortgage, the terms herein shall control.

16. This First Modification of Mortgage and Security Agreement shall be recorded or registered in each county where any of the sixteen (16) separate parcels of real estate is located to give effect to this First Modification of the Mortgage and Security Agreement and to grant to Mortgagee a first mortgage on the eight (8) separate parcels of real estate legally described in Exhibit B attached hereto.

17. The whole of the real estate legally described on Exhibit A shall and is to remain subject to the first lien of Mortgagee's Mortgage and other loan documents and nothing herein contained shall affect or be construed to affect the lien, charge or priority thereof.

IN WITNESS WHEREOF, the Mortgagor has caused this First Modification of Mortgage and Security Agreement to be executed by its general partner and thereunto duly authorized and attested, all on and as of the day, month and year first above written.

ROCFAM ENTERPRISES LIMITED PARTNERSHIP,
a Delaware limited partnership, By:
ROCFAM ENTERPRISES, INC., an Illinois
corporation, its general partner

By: [Signature]
Its President

By: [Signature]
Its Vice President

ATTEST:
[Signature]
Secretary

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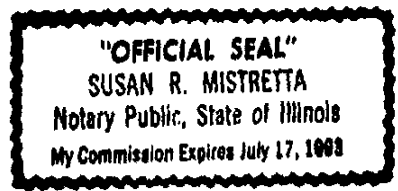
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

JOAN A. WOZNIAK Asst. Secretary

I, SUSAN R. MISTRETTE, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT E. ROCHOW the President of ROCFAM ENTERPRISES, INC., and BRUCE R. DUNN, the Vice President of ROCFAM ENTERPRISES, INC., 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 as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of DECEMBER 1989.

Susan R. Mistretta
Notary Public



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EXHIBIT A

PARCEL 1: (KANE COUNTY)

LOT 1 IN ST. CHARLES COMMERCIAL CENTER, UNIT NUMBER SIX, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2: (KANE COUNTY)

THAT PART OF OUT-LOT 1 OF THE ADDITION TO DUNDEE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF MAIN STREET AT THE SOUTHWEST CORNER OF LOT 5 IN BLOCK 9 OF THE PLAT OF DUNDEE ON THE WEST SIDE OF FOX RIVER; THENCE NORTH 88 DEGREES 20 MINUTES 09 SECONDS WEST ALONG THE NORTH LINE OF MAIN STREET, A DISTANCE OF 143.98 FEET TO A POINT OF INTERSECTION WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 1 DEGREE 39 MINUTES 51 SECONDS EAST ALONG SAID NORTH AND SOUTH CENTER LINE A DISTANCE OF 150.0 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID MAIN STREET, A DISTANCE OF 27.18 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY OF STATE ROUTE 31 AND THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 58 MINUTES 36 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY OF DISTANCE OF 120.0 FEET TO A POINT; THENCE SOUTH 43 DEGREES 40 MINUTES 52 SECONDS EAST A DISTANCE OF 35.57 FEET TO A POINT OF INTERSECTION WITH A LINE 5.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF MAIN STREET; THENCE SOUTH 88 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 90.0 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 5; THENCE NORTH 0 DEGREES 58 MINUTES 36 SECONDS EAST ALONG THE WEST LINE OF LOT 5 A DISTANCE OF 145.0 FEET TO THE NORTHWEST CORNER OF LOT 5 AFORESAID; THENCE NORTH 88 DEGREES 20 MINUTES 09 SECONDS WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF MAIN STREET FOR A DISTANCE OF 115.0 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL 3: (LAKE COUNTY)

THE EASTERLY 131 FEET OF LOT 6 (EXCEPT THAT PART THEREOF CONDEMNED BY PROCEEDINGS HAD IN LAKE COUNTY, ILLINOIS, CASE NUMBER 84ED 30, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 32.53 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER RLS 2377"; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 23.40 FEET, CENTRAL ANGLE 70 DEGREES 57 MINUTES 49 SECONDS, 28.98 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER RLS 2377" FOR A POINT OF COMPOUND CURVATURE; THENCE ALONG A 53.40 FOOT RADIUS CURVE, CENTRAL ANGLE 14 DEGREES 31 MINUTES 52 SECONDS, 13.54 FEET TO A 5/8 INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER RLS 2377" ON THE SOUTH LINE OF SAID LOT 6; THENCE SOUTH 84 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 29.98 FEET TO THE POINT OF BEGINNING) IN COUNTY CLERK'S SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1905, AS DOCUMENT NUMBER 100048, IN BOOK "G" OF PLATS, PAGE 18, IN LAKE COUNTY, ILLINOIS.

PARCEL 4: (DUPAGE COUNTY)

LOT 1 IN BINETTI'S ADDITION TO ADDISON BEING A SUBDIVISION OF LOTS 24 AND 25 IN OWNERS LAKE STREET ADDITION TO ADDISON, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1987 AS DOCUMENT RB7-171486, IN DUPAGE COUNTY, ILLINOIS.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this 1st day of June, 2016.

Cook County Clerk

PARCEL 5: (DUPAGE COUNTY)

THE WEST 100 FEET, AS MEASURED ON THE SOUTH LINE, OF THE EAST 200 FEET, MEASURED ON THE SOUTH LINE, OF THE SOUTH 390.03 FEET, MEASURED ON THE WEST LINE, OF THE WEST HALF OF LOT 12 OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

PARCEL 6: (COOK COUNTY)-P.I.N. 12-02-402-041

LOTS 15 AND 16 IN BLOCK 16 IN KINSEY'S PARK RIDGE SUBDIVISION OF PART OF SECTIONS 1 AND 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/K/A: 700 W. HIGGINS RD., PARK RIDGE, IL.

PARCEL 7: (COOK COUNTY-TORRENS) - P.I.N. 13-12-216-037

LOTS 20, 21, 22 AND 23 IN BLOCK 3 IN FRED W. BRUMMEL AND COMPANY'S LINCOLN BRYN MAWR WESTERN SUBDIVISION, BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 23, AND THAT PART EASTERLY OF LINCOLN AVENUE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 12 (EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF LINE 200.0 FEET NORTH OF THE NORTH LINE OF BERWYN AVENUE), ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS AND ALLEYS) ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 12, 1923 AS DOCUMENT NUMBER 7879542 AS CORRECTED BY CERTIFICATE FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 30, 1923, AS DOCUMENT NUMBER 7905451.

C/K/A: 5401 N. LINCOLN AVE., CHICAGO, IL.

PARCEL 8: (COOK COUNTY) P.I.N. 13-23-252-034

ALL THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WARNER AVENUE (NOW ADDISON STREET) WITH THE CENTER LINE OF ELSTON AVENUE; RUNNING THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ELSTON AVENUE A DISTANCE OF 604.15 FEET; THENCE SOUTHWESTERLY AND AT RIGHT ANGLES WITH ELSTON AVENUE A DISTANCE OF 158 FEET; THENCE SOUTH AT RIGHT ANGLES TO WARNER AVENUE (NOW ADDISON STREET) A DISTANCE OF 302.9 FEET TO THE CENTER LINE OF WARNER AVENUE (NOW ADDISON STREET); THENCE EAST ALONG THE CENTER LINE OF WARNER AVENUE (NOW ADDISON STREET) 547.65 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING EXCEPTING THAT PART THEREOF TAKEN FOR STREET PURPOSES AND EXCEPT THEREFROM THAT PART LYING NORTH AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

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COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST ADDISON STREET WITH THE EAST LINE OF BLOCK 12 AS LAID OUT AND OCCUPIED IN R., F., BICKERDIKE'S SUBDIVISION OF BLOCK 12 IN BICKERDIKE'S SECOND ADDITION TO IRVING PARK RECORDED AS DOCUMENT NUMBER 4015577; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 12 A DISTANCE OF 93.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 48 SECONDS EAST PARALLEL WITH THE NORTH LINE OF WEST ADDISON STREET 113.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 0.34 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 46 SECONDS EAST 65.50 FEET; THENCE NORTH 43 DEGREES 44 MINUTES 26 SECONDS EAST 129.18 FEET TO THE SOUTHWESTERLY LINE OF ELSTON AVENUE, AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

C/K/A: 3630 N. ELSTON, CHICAGO, IL.

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST ADDISON STREET WITH THE EAST LINE OF BLOCK 12 AS LAID OUT AND OCCUPIED IN R., F., BICKERDIKE SUBDIVISION OF BLOCK 12 IN BICKERDIKE'S SECOND ADDITION TO IRVING PARK RECORDED AS DOCUMENT NUMBER 4015579; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 12 A DISTANCE OF 93.79 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 48 SECONDS EAST PARALLEL WITH THE NORTH LINE OF WEST ADDISON STREET 113.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 0.34 FEET; THENCE NORTH 89 DEGREES 51 MINUTE 46 SECONDS EAST 252.78 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE WHICH INTERSECTION IS 94.25 FEET NORTH OF THE NORTH LINE OF WEST ADDISON STREET; THENCE SOUTH 46 DEGREES 31 MINUTES 34 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE 136.17 FEET TO THE NORTH LINE OF WEST ADDISON STREET; THENCE SOUTH 89 DEGREES 53 MINUTES 48 SECONDS WEST ALONG SAID LINE 465.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9: (COOK COUNTY) - P.I.N. 13-18-300-043

LOTS 35 TO 39, INCLUSIVE, IN PRASSAS AND KATSIGIANNIS GREATER HARLEM -AND MONTROSE AVENUE SUBDIVISION OF THE NORTH 727.30 FEET OF THE WEST - 1548.80 FEET (EXCEPT THE EAST 5 ACRES AND EXCEPT THE SOUTH 80 FEET OF THE NORTH 260 FEET OF THE WEST 158 FEET THEREOF), OF THE SOUTH 1/2 LYING NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/K/A: 4369 N. HARLEM AVE.
WARRIDGE, IL.

PARCEL 10: (COOK COUNTY) - P.I.N. 10-36-407-036

LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART TAKEN FOR WIDENING WESTERN AVENUE) IN BLOCK 1 IN HEWITT ROGERS PARK ADDITION IN THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/K/A: 6750 N. WESTERN AVE.
CHICAGO, IL.

PARCEL 11: (COOK COUNTY) - P.I.N. 13-29-425-044

LOTS 25 TO 28 INCLUSIVE (EXCEPT THE SOUTH 17 FEET OF SAID LOTS) IN BLOCK 5 IN BOOTH'S SUBDIVISION, A SUBDIVISION OF THE SOUTH 33 1/3 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/K/A: 2401 N. AUSTIN AVE., CHICAGO, IL.

PARCEL 12: (MCHENRY COUNTY)

LOT "A" IN JOHN E. SHERMAN'S RESUBDIVISION, BEING A RESUBDIVISION OF THE WEST HALF OF LOT 3 AND ALL OF LOTS 4 AND 5 IN JOHN PFEIFFER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 8, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1987 AS DOCUMENT NUMBER 87R 008671, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 13: (DUPAGE COUNTY)

LEASEHOLD ESTATE CREATED BY MEMORANDUM OF LEASE FROM HARRIS BANK NAPERVILLE AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 1977 AND KNOWN AS TRUST NUMBER 2745, LESSOR, TO JIFFY LUBE INTERNATIONAL OF MARYLAND, INC., AND RECORDED NOVEMBER 21, 1988 AS DOCUMENT NUMBER R88-133312 AND ASSIGNED TO ROCFAM ENTERPRISES LIMITED PARTNERSHIP BY ASSIGNMENT OF LEASE DATED JUNE 28, 1989 AND RECORDED JULY 5, 1989 AS DOCUMENT NUMBER R89-79758, DEMISING THE FOLLOWING DESCRIBED FOR A TERMS OF YEARS BEGINNING DECEMBER 9, 1987 AND ENDING 20 YEARS FROM TO WIT:

THE WEST 100 FEET OF THE EAST 140 FEET, MEASURED AT RIGHT ANGLES TO THE EAST LINE, OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 22,

TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 650 FEET THEREOF AND EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF BUTTERFIELD ROAD AS CONSTITUTED IN THE YEAR 1949) IN DU PAGE COUNTY, ILLINOIS.

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PARCEL 14: (DUPAGE COUNTY)

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LOT 47 (EXCEPT THE NORTH 115 FEET OF THE EAST 92 FEET) AND ALL OF LOT 48 OF ROBERTSON'S SECOND ADDITION TO ELMHURST, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN), ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 1909 AS DOCUMENT 95683, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 15: (COOK COUNTY) - P.I.N. 03-27-307-028

LOT 2 OF MCDONALD'S RAND-ELMHURST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 15A

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PLAT OF SUBDIVISION RECORDED APRIL 24, 1985 AS DOCUMENT

27523812 AND DEFINED IN THE EASEMENT AGREEMENT RECORDED JULY 18, 1986 AS DOCUMENT NUMBER 86303141.

PARCEL 15B

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR BENEFIT OF PARCEL 1 AS SET FORTH IN DOCUMENT 86303141 FOR THE PURPOSE OF INSTALLING, OPERATING, MAINTAINING, REPAIRING, REPLACING AND RENEWING A SANITARY SEWER LINE AND RELATED FACILITIES OVER, ABOVE, UNDER, IN AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 1 IN MCDONALD'S RAND-ELMHURST SUBDIVISION, BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1985, AS DOCUMENT NUMBER 27523812, BEING A STRIP OF LAND 15 FEET IN WIDTH LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 91.5 FEET TO THE PLACE OF BEGINNING OF HEREIN DESCRIBED CENTER LINE; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 85 FEET TO THE POINT OF TERMINATION OF SAID CENTER LINE; SAID 15 FOOT STRIP OF LAND BEING BOUNDED ON THE SOUTH BY THE SOUTHEASTERLY LINE OF SAID LOT 1 AND BEING BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 1 AND DRAWN THROUGH THE POINT OF TERMINATION, IN COOK COUNTY, ILLINOIS.

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PARCEL 15C

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DOCUMENT NUMBER 86303142 FOR THE PURPOSE OF INSTALLING, OPERATING, MAINTAINING, REPAIRING, REPLACING AND RENEWING A STORM SEWER LINE AND RELATED FACILITIES OVER, ABOVE, ALONG, UNDER IN AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 1 IN MCDONALD'S RAND-ELMHURST SUBDIVISION, BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1985 AS DOCUMENT NUMBER 27523812, BEING A STRIP OF LAND 10 FEET IN WIDTH AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 57.00 FEET TO THE PLACE OF BEGINNING OF HEREIN DESCRIBED CENTERLINE; THENCE NORTHERLY ALONG A LINE WHICH FORMS A DEFLECTION ANGLE TO THE RIGHT OF 109 DEGREES WITH THE EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 43.00 FEET TO THE POINT OF TERMINATION OF HEREIN DESCRIBED CENTERLINE; SAID 10 FOOT STRIP OF LAND BEING BOUNDED ON THE SOUTH BY THE SOUTHEASTERLY LINE OF SAID LOT 1 AND BEING BOUNDED ON THE NORTH BY A LINE DRAWN THROUGH THE POINT OF TERMINATION AT RIGHT ANGLES TO THE AFORESAID DESCRIBED CENTERLINE, IN COOK COUNTY, ILLINOIS.

c/k/A: 2 W. RAND
MT. PROSPECT, IL.

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ROCFAM ENTERPRISES, INC.

CERTIFICATE AS TO INCUMBENCY
AND SIGNATURES OF CERTAIN OFFICERS

I, Joan C. Wozniak, the Assistant Secretary of ROCFAM ENTERPRISES, INC., an Illinois corporation (the "Company"), DO HEREBY CERTIFY that the persons named below have been duly elected and have qualified for, and as of the date hereof hold, the offices set forth opposite their names below, and the signatures set forth opposite their names are their true and genuine signatures:

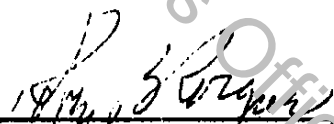
NAME	OFFICE	SIGNATURE
Robert E. Rocque	President	
Bruce Hague	Vice President	

IN WITNESS WHEREOF, I have duly executed this certificate this 11 day of December, 1989.


Joan C. Wozniak

I, Robert E. Rocque, President of the Company, DO HEREBY CERTIFY that Joan C. Wozniak is the duly elected and qualified Assistant Secretary of the Company and that her signature set forth immediately above is her true and genuine signature.

IN WITNESS WHEREOF, I have duly executed this certificate this 11 day of December, 1989.


Robert E. Rocque, President

8843123

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE



To all to whom these Presents Shall Come, Greeting:

I, Jim Edgar, Secretary of State of the State of Illinois,
do hereby certify that ROCFAM ENTERPRISES, INC., A DOMESTIC
CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE JULY 25,
1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE
BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE FILING OF
ANNUAL REPORTS AND PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE,
IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF
ILLINOIS*****

Office
8840188

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois this _____ 27TH
day of _____ NOVEMBER A. D., 1989

Jim Edgar
SECRETARY OF STATE



UNOFFICIAL COPY

0 3 8 4 8 1 2 3



To all to whom these presents shall come, Greeting:

I, Jim Edgar, Secretary of State of the State of Illinois,
do hereby certify that ROCFAM ENTERPRISES LIMITED PARTNERSHIP,
 HAVING COMPLIED WITH THE PROVISIONS OF THE REVISED UNIFORM
 LIMITED PARTNERSHIP ACT OF THE ILLINOIS STATE STATUTES ON
 NOVEMBER 17, 1988, IS AUTHORIZED AND EXISTS IN ILLINOIS AS A
 LIMITED PARTNERSHIP.*****

9848128

In Testimony Whereof, *I hereto set*
my hand and cause to be affixed the Great Seal of
the State of Illinois this 27TH
day of NOVEMBER *A. D.* 19 89

Jim Edgar

 SECRETARY OF STATE



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State of Delaware 203848 PAGE 1

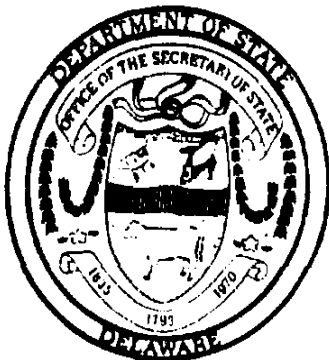


Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY ROCFAM ENTERPRISES LIMITED PARTNERSHIP IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

|||||

88481288



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Michael Harkins, Secretary of State

AUTHENTICATION: 12421534

DATE: 11/22/1989

SECRETARY'S CERTIFICATE

Accor. I, John C. Wojniak, hereby certify that I am the duly elected Secretary of Rocfam Enterprises, Inc., an Illinois corporation (the "Company"); that attached hereto is a true and correct copy of the resolutions of the Company duly adopted by the Board of Directors on December 11, 1989; that said resolutions are in full force and effect as of the date hereof; and that said resolutions are the most recent resolutions of the Company relating to the subject matter thereof appearing in the minute book of the Company.

Certified as of the 11 day of December, 1989.

John C. Wojniak
Accor. O. Secretary

Property of Cook County Clerk's Office

884-1281

CONSENT TO ACTION
BY THE SOLE DIRECTOR OF
ROCFAM ENTERPRISES, INC.

THE UNDERSIGNED, being the sole director of Rocfam Enterprises, Inc., an Illinois corporation (the "Company"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983, as amended (the "Act"), does hereby adopt the following resolutions by giving his express, written consent thereto:

WHEREAS, Rocfam Enterprises Limited Partnership, a Delaware limited partnership (the "Partnership") borrowed the principal sum of \$3,754,000 from American National Bank & Trust Company of Chicago ("ANB") pursuant to a certain mortgage note dated May 17, 1989 between the Partnership and ANB (the "Note"); and

WHEREAS, the Partnership desires to modify and amend the terms of the Note as provided in that certain First Modification and Amendment of Mortgage Note (the "Amended Note") to be entered into between the Partnership and ANB to (i) increase the principal amount of the Note by the sum of \$3,507,000 ("Additional Borrowing"); (ii) extend the maturity date of the Note from April 30, 1990 to November 30, 1992; and (iii) adjust the monthly payments to be made under the Note, and in consideration thereof, will secure the payment of the indebtedness evidenced by the Note and the Additional Borrowing by eight (8) additional parcels of real estate and by an increase in the guaranty of Robert Rocque from \$500,000 to \$3,000,000; and

WHEREAS, the Company is the sole General Partner of the Partnership; and

WHEREAS, in connection with the Amended Note the Company will be required to execute and deliver certain other agreements and documents, including, without limitation, the First Modification of Mortgage and Security Agreement and New First Mortgage and Security Agreement, and First Modification of Assignment of Rents and Leases and New Assignment of Rents and Lease (all agreements required to be executed pursuant to the Amended Note are herein called the "Related Agreements"); and

WHEREAS, a copy of the Amended Note and the Related Agreements have been provided to the undersigned; and

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WHEREAS, the Company will purchase the real estate located at 6750 N. Western, Chicago, 2401 N. Austin Blvd., Chicago and 4369 N. Harlem, Norridge all in Illinois (the "Real Estate") from CarCare Enterprises, Inc., pursuant to a real estate contract between the parties dated December 7, 1989 (the "Contract");

NOW THEREFORE IT IS RESOLVED, that the undersigned hereby authorizes and directs each of the proper officers to execute and deliver the Amended Note and the Related Agreements, with such changes and additions thereto as the officer executing the same shall determine, such determination to be explicitly evidenced by the execution thereof by such officer; and

FURTHER RESOLVED, that the undersigned hereby authorizes and directs each of the proper officers of the Company to execute, deliver and perform the Amended Note and Related Agreements and any and all other documents, papers, agreements or instruments to do or cause to be done any and all such acts and things (including the payment of all necessary expenses) as such officer may deem necessary or desirable to effect the purposes and intent of the resolutions set forth above; and

FURTHER RESOLVED, that the undersigned hereby authorizes and directs each of the proper officers of the Company to execute any and all documents for the purchase of the Real Estate pursuant to the terms of the Contract; and

FURTHER RESOLVED, that the corporate seal of the Company may be affixed on the instrument or document executed pursuant to any of the foregoing resolutions by impressing or affixing such seal thereof or by imprinting or otherwise reproducing thereon a facsimile thereof.

Dated: December 1, 1989



Robert E. Rocque

Being the sole director of the
Company

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PARCEL 16: (COOK COUNTY) — P.I.N. 14-31-201-015;

14-31-201-016;

14-31-201-017;

LOTS 17, 18 AND 19 IN BLOCK 1 IN FULLERTON'S THIRD ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER, ALL IN COOK COUNTY, ILLINOIS.

C/K/A: 2366 04 BOURN
— CHICAGO, IL.

- P.I.N. : 12-02-402-041
- 13-12-216-037
- 13-23-232-034
- 10-36-407-036
- 13-29-425-044
- 13-18-300-043
- 14-31-201-015
- 14-31-201-016
- 14-31-201-017

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1968 DEC 18 PM 2 52

CAROL E. SEELY-BRANN
REGISTER OF TITLES

CH C	No.	Vol.	Date
1968	110123	110123	110123
SANCY			

NEAR NORTH NATIONAL TITLE
222 N. LA SALLE CORP.
CHICAGO, ILL.

Property of Cook County Clerk's Office

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