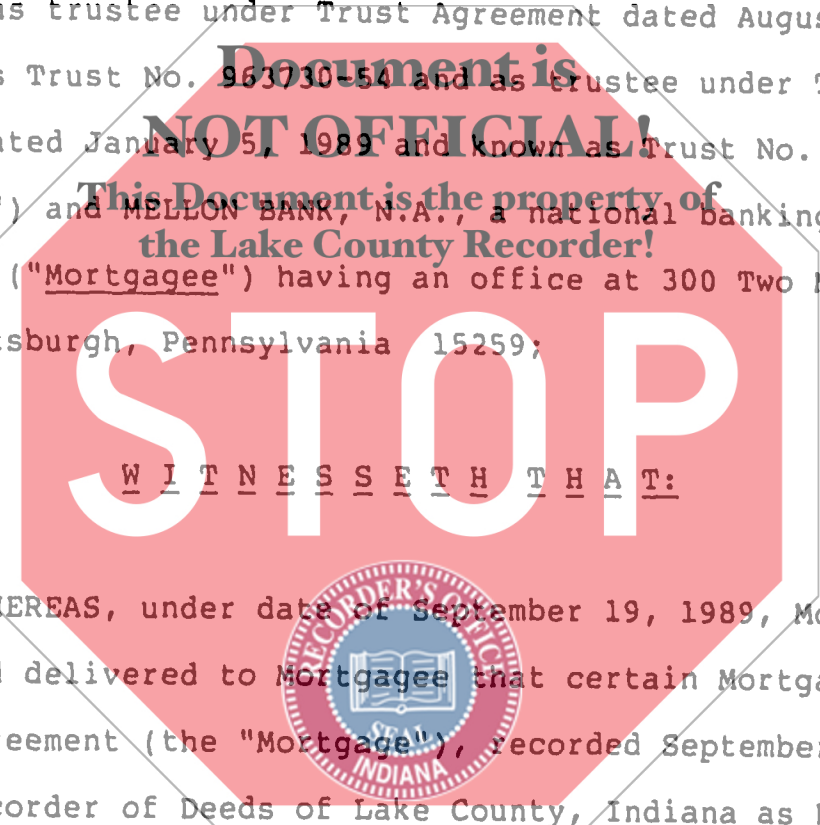


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FIRST AMENDMENT TO  
MORTGAGE AND SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTALS AND LEASES

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTALS AND LEASES (this "First Amendment") is made as of the 19th day of March, 1990 by and between BANK ONE MERRILLVILLE, NA, a national banking association, not personally but solely as trustee under Trust Agreement dated August 1, 1988 and known as Trust No. 963730-54 and as trustee under Trust Agreement dated January 5, 1989 and known as Trust No. 963850-54 ("Mortgagor") and MELLON BANK, N.A., a national banking association ("Mortgagee") having an office at 300 Two Mellon Center, Pittsburgh, Pennsylvania 15259;



WITNESSETH THAT:

WHEREAS, under date of September 19, 1989, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement (the "Mortgage"), recorded September 27, 1989 with the Recorder of Deeds of Lake County, Indiana as Document No. 059965, securing a loan in the principal amount of \$28,400,000 (the "Loan"); and

WHEREAS, under date as of September 19, 1989, Mortgagor executed and delivered to Mortgagee that certain Assignment of Rentals and Leases (the "Assignment"), recorded in the Recorder's Office of Lake County, Indiana; and

TICOR TITLE INSURANCE  
Crown Point, Indiana

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
APR 5 1 24 PM '90  
ROBERT MCDONALD  
RECORDER

Please return to: Nancy Lewis  
Ticor Title Insurance Co.  
203 N. LaSalle St., Suite 1400  
Chicago, IL 60601  
Re: N24-16676-15

WHEREAS, the Partnership (as defined in the Agreement, defined in the Mortgage) has entered into two Application and Agreements (the "Letter of Credit Applications") dated as of March 19, 1990 pursuant to which the Partnership has requested Mortgagee to issue two letters of credit (the "Letters of Credit") in the amounts of \$272,700 and \$200,000, respectively; and

WHEREAS, Mortgagor will benefit directly from the issuance of the Letters of Credit and is willing to secure the obligations of the Partnership under the Letter of Credit Applications with the Mortgage and the Assignment and is willing to enter into this First Amendment to accomplish this; and

WHEREAS, it is desired that the indebtedness evidenced by the Letter of Credit Applications be secured by the liens of the Mortgage and the Assignment, as supplemented, spread, extended and amended hereby, so that the indebtedness secured by the Mortgage is now increased to \$28,572,700; and

WHEREAS, all words and terms used in this First Amendment which are not defined herein shall have the meanings assigned to such words and terms in the Mortgage unless otherwise defined herein or required by the context;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid and other good and valuable consideration, and intending to be legally bound hereby, the receipt and



Agreement, as amended by the First Amendment, shall be secured by the Mortgage, as amended, supplemented, spread, and extended by this Agreement with the same force and effect as if the indebtedness evidenced by the Letter of Credit Applications had been included in and evidenced by the Note and the Agreement.

5. The lien of the Assignment is hereby supplemented, spread and extended to secure and now secures (a) the payment of all amounts advanced under the Letters of Credit, (b) the performance by Partnership of all provisions of the Letter of Credit Applications; and (c) the performance by Mortgagor and Partnership of the obligations of Borrower under the Agreement, as amended by the First Amendment, and the Loan Documents therein defined.

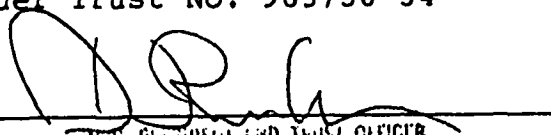
6. Except as amended herein, the Mortgage and the Assignment are hereby ratified and confirmed and remain in full force and effect.

WITNESS the due execution hereof as of the day and year first above written.

Signed and Acknowledged  
in the presence of:

  
W. Greg Grow  
Its \_\_\_\_\_


BANK ONE, MERRILLVILLE, NA, not  
personally but solely as Trustee  
under Trust No. 963730-54

By   
VICE PRESIDENT AND TRUST OFFICER  
Its David H. Brubeck

Signed and Acknowledged  
in the presence of:

  
W. Greg Grow

BANK ONE, MERRILLVILLE, NA, not  
personally but solely as Trustee  
under Trust No. 963850-54

By   
Its David H. Bruback  
TRUST OFFICER

Signed and Acknowledged  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

MELLON BANK, N.A.

By \_\_\_\_\_  
Its \_\_\_\_\_



Signed and Acknowledged  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

BANK ONE, MERRILLVILLE, NA, not  
personally but solely as Trustee  
under Trust No. 963850-54

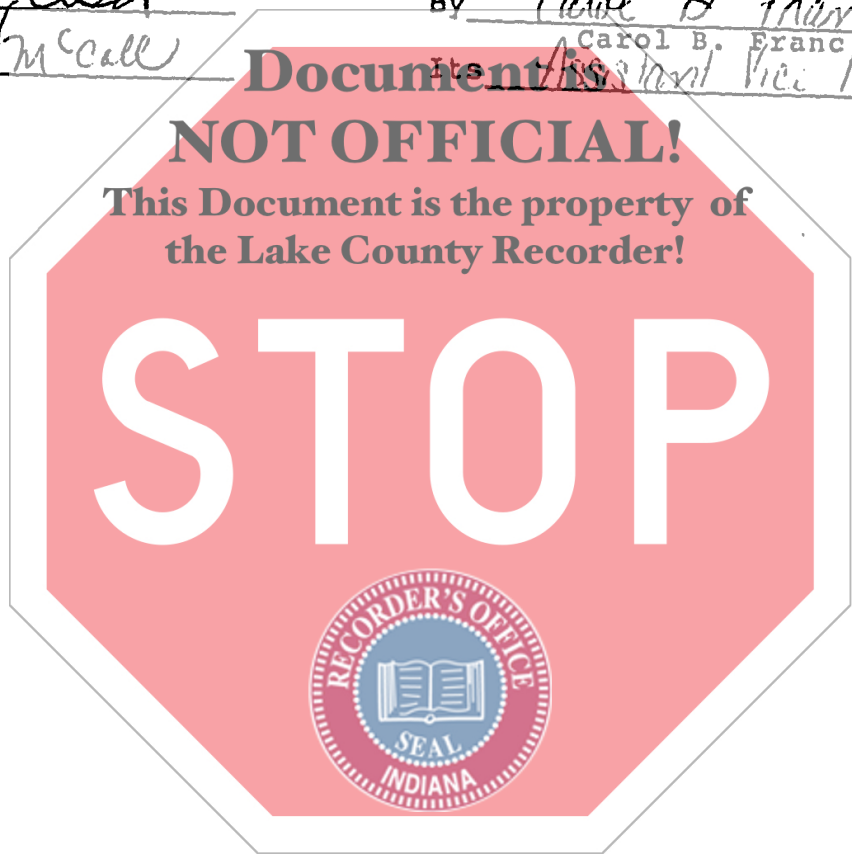
By \_\_\_\_\_  
Its \_\_\_\_\_

Signed and Acknowledged  
in the presence of:

Paul R. Welsh  
Linda J. McCall

MELLON BANK, N.A.

By Carol B. Francis  
Its Assistant Vice President





STATE OF INDIANA

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)  
)

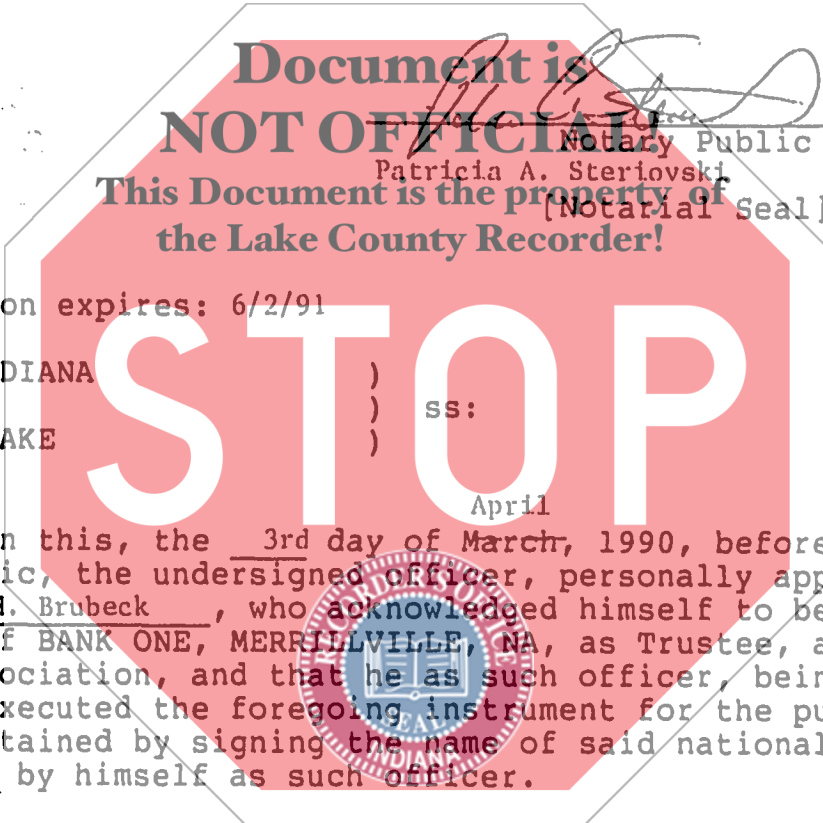
ss:

COUNTY OF LAKE

April

On this, the 4th day of March, 1990, before me, a Notary Public, the undersigned officer, personally appeared David H. Brubeck, who acknowledged himself to be Trust Officer & Vice President of BANK ONE, MERRILLVILLE, NA, as Trustee, a national banking association, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said national banking association by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Document is

NOT OFFICIAL

This Document is the property of the Lake County Recorder!

Notary Public

Patricia A. Steriovski

County of Residence - Lake

[Notarial Seal]

My commission expires: 6/2/91

STATE OF INDIANA

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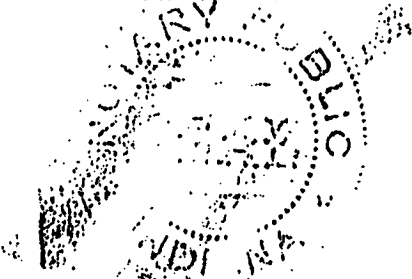
ss:

COUNTY OF LAKE

April

On this, the 3rd day of March, 1990, before me, a Notary Public, the undersigned officer, personally appeared David H. Brubeck, who acknowledged himself to be Trust Officer & Vice President of BANK ONE, MERRILLVILLE, NA, as Trustee, a national banking association, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said national banking association by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



*Patricia A. Steriovski*  
\_\_\_\_\_  
Notary Public

Patricia A. Steriovski County of Residence

[Notarial Seal]

County of Residence - Lake

My commission expires: 6/2/91

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the 20<sup>th</sup> day of March, 1990, before me, a Notary Public, the undersigned officer, personally appeared Carol B. Franc, who acknowledged himself to be Asst. Vice President of MELLON BANK, N.A., a national banking association, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said national banking association by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My commission expires:

Notary Public  
[Notarial Seal]  
NOTARIAL SEAL  
CARRIE SUE TUMPA, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES MARCH 22, 1993  
Member, Pennsylvania Association of Notaries

This Instrument Prepared By  
And When Recorded Return To:

Susan M. Hollingsworth, Esq.  
Reed Smith Shaw & McClay  
P.O. Box 2009  
Pittsburgh, PA 15230