

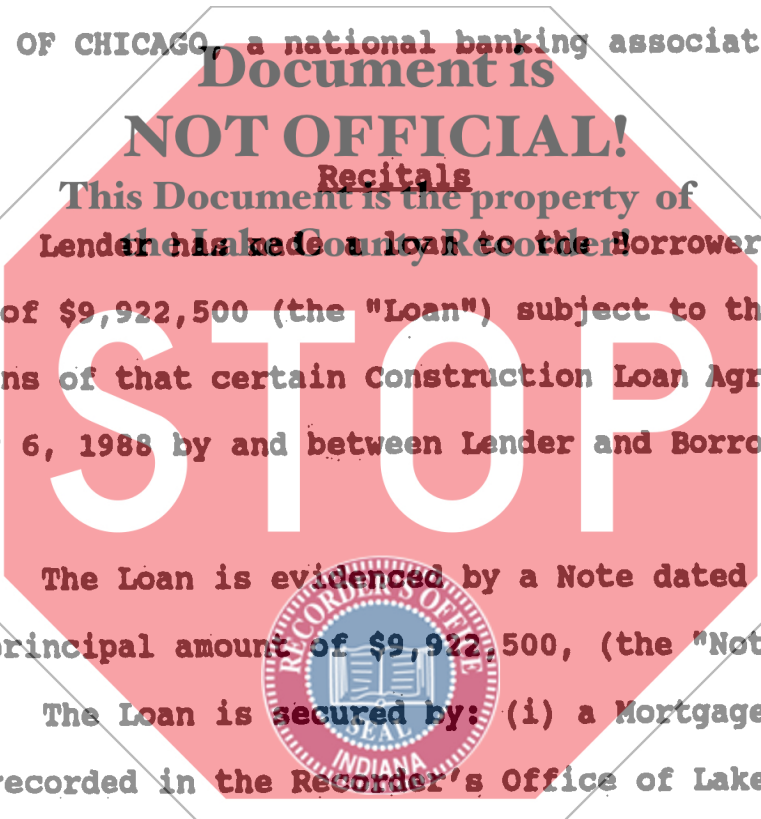
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McDermott, Will & Emery
111 W Monroe Street
Chicago, Ill
Attn: Justin A. Kera

096905

FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT,
NOTE, MORTGAGE, ASSIGNMENT OF RENTS AND
LEASES AND OTHER LOAN DOCUMENTS

THIS FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT,
NOTE, MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND OTHER LOAN
DOCUMENTS (the "Amendment") is made as of the 3rd day of April,
1990 by and between INDIANA DEVELOPMENT PARTNERS I L.P., a
California limited partnership (the "Borrower"), and EXCHANGE
NATIONAL BANK OF CHICAGO, a national banking association (the
"Lender").



STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
APR 21 1 51 PM '90
RECORDS & ADMINISTRATION

- Recitals**
This Document is the property of
the Lake County Recorder
- A. Lender has made a loan to the Borrower in the principal amount of \$9,922,500 (the "Loan") subject to the conditions and limitations of that certain Construction Loan Agreement dated as of October 6, 1988 by and between Lender and Borrower (the "Loan Agreement").
 - B. The Loan is evidenced by a Note dated October 6, 1988 in the principal amount of \$9,922,500, (the "Note").
 - C. The Loan is secured by: (i) a Mortgage dated October 6, 1988 and recorded in the Recorder's Office of Lake County, Indiana on October 12, 1988 as Document No. 001968 (the "Mortgage"), which encumbers the real estate legally described on Exhibit A attached hereto (the "Property"); and (ii) an Assignment of Rents and Leases dated October 6, 1988 and recorded in the Recorder's Office of Lake County, Indiana on October 12, 1988 as Document No. 001969.

176.00
GT

D. For purposes of this Amendment: (1) the Loan Agreement, the Note, the Mortgage, the Assignment of Rents and Leases and all other documents and instruments evidencing, securing or otherwise executed in connection with the Loan are hereinafter referred to collectively as the "Loan Documents".

E. The current maturity date of the Loan is April 6, 1990. The Borrower has requested Lender to extend the term of the Loan for six (6) months to October 6, 1990 (the "Extended Maturity Date").

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Agreements
This Document is the property of the Lake County Recorder!
NOW, **THEREFORE**, in consideration of the making of the extension of the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The foregoing Recitals are hereby incorporated into the body of this Amendment and made a part hereof by this reference thereto.

2. The maturity date of the Loan is hereby extended to October 6, 1990, and the Note and the other Loan Documents are hereby amended so that any and all references throughout the Note and the other Loan Documents to the maturity date of the Note or the Loan shall now refer to the Extended Maturity Date.

3. The Borrower hereby certifies and confirms to Lender that all of the representations and warranties set forth in the Loan Documents remain true and correct in all respects as of the date hereof.

4. The Borrower hereby certifies and confirms to Lender that no event has occurred and currently exists that constitutes an event of default under any of the Loan Documents or that would constitute such an event of default, but for the passage of time or the giving of notice, or both.

5. The Borrower hereby certifies and confirms to Lender that the Borrower has not commenced any work at the Property since the completion of the Project, and there has been no change to the title of the Property subsequent to the date of the Mortgage.

6. All references to the Loan Agreement contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement as amended by this Amendment, and to all subsequent amendments and modifications of the Loan Agreement.

7. All references to the Note contained in any of the Loan Documents shall be deemed to refer to the Note as amended by this Amendment, and to all extensions, refinancings, renewals, amendments and other modifications of the Note.

8. All references to the other Loan Documents, or any of them, shall be deemed to refer to the Loan Documents, as amended by this Amendment, and to all subsequent amendments and modifications of the respective Loan Documents.

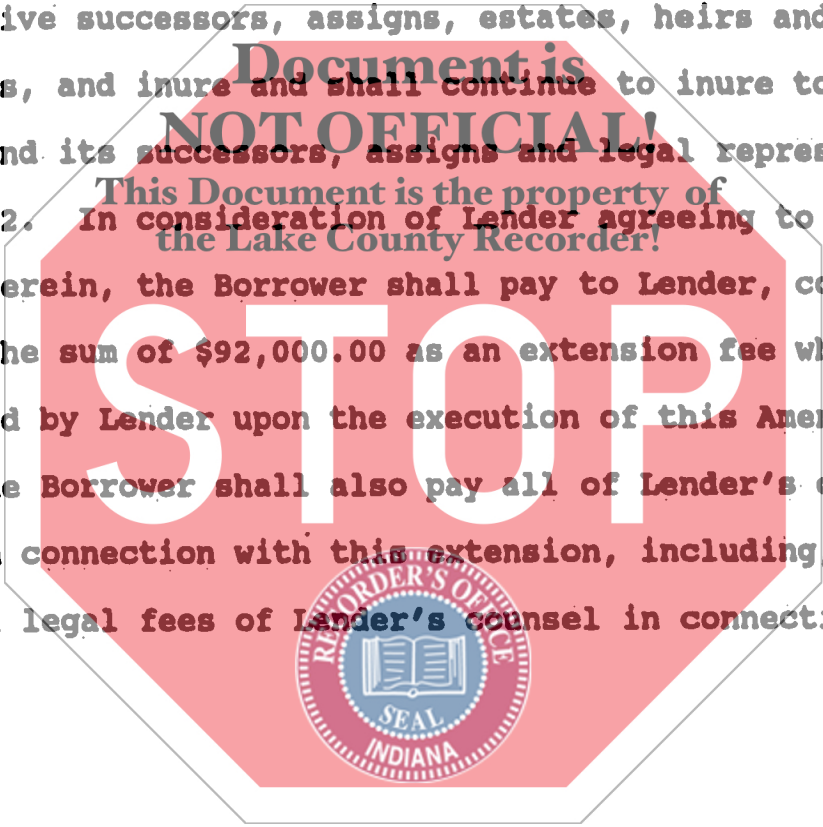
9. The Borrower hereby ratifies and reaffirms the Loan Agreement, the Note and the other Loan Documents, as hereby amended, and the obligations, liabilities, liens, encumbrances and security interests created thereby. The Borrower hereby acknowledges that neither the Borrower nor any person or entity claiming by, through or under the Borrower has any defense or claim

for setoff against the enforcement by Lender of the Loan Agreement, the Note or any of the Loan Documents.

10. Except as modified hereby, the Loan Documents shall remain in full force and effect in accordance with their respective terms and provisions.

11. This Amendment and the Loan Documents as amended hereby, are and shall continue to be binding on the Borrower and its respective successors, assigns, estates, heirs and legal representations, and inure and shall continue to inure to the benefit of Lender and its successors, assigns and legal representatives.

12. In consideration of Lender agreeing to the extension set forth herein, the Borrower shall pay to Lender, concurrently herewith, the sum of \$92,000.00 as an extension fee which shall be fully earned by Lender upon the execution of this Amendment by Lender. The Borrower shall also pay all of Lender's costs and expenses in connection with this extension, including, without limitation all legal fees of Lender's counsel in connection herewith.



IN WITNESS WHEREOF, the Borrower and Lender have executed this Amendment as of the day and year first written above.

LENDER:

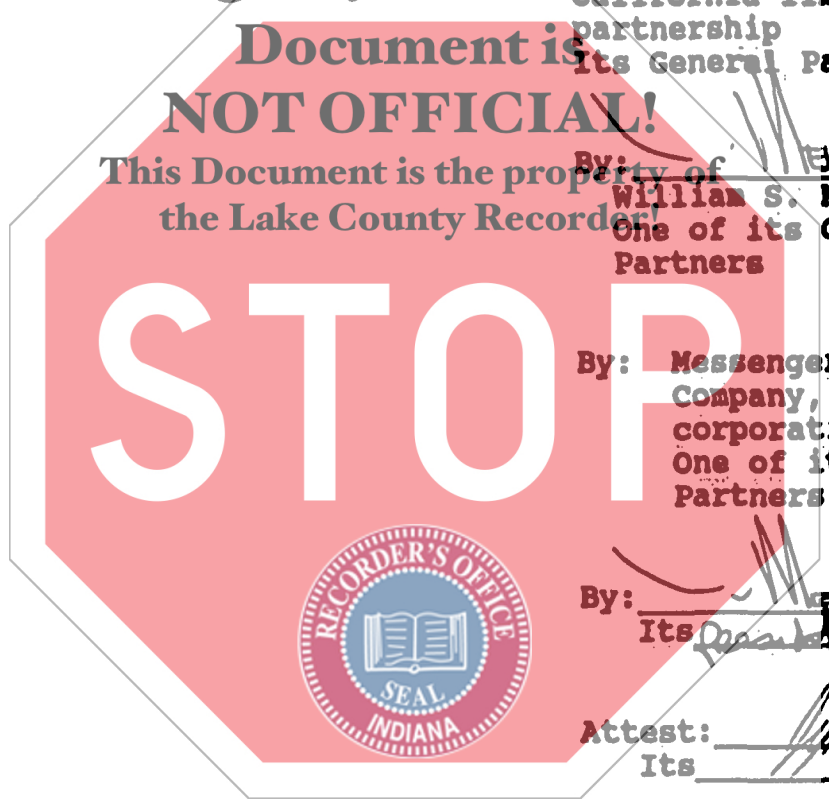
EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association

BORROWER:

INDIANA DEVELOPMENT PARTNERS I, L.P., a California limited partnership

By: *Dorella A. Zuber*
Its *Commercial Banking Officer*

By: Messenger Partnership XII Limited Partnership, a California limited partnership
Its General Partner



By: *William S. Messenger, Jr.*
One of its General Partners

By: Messenger Investment Company, a California corporation
One of its General Partners

By: *[Signature]*
Its *Recorder*

Attest: *[Signature]*
Its *[Signature]*

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Terry A. Markus, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Ronellva A. Zickert, the Commercial Banking Officer of EXCHANGE NATIONAL BANK OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of April, 1990.

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the Lake County Recorder!

Terry A. Markus

Notary Public

My Commission Expires:

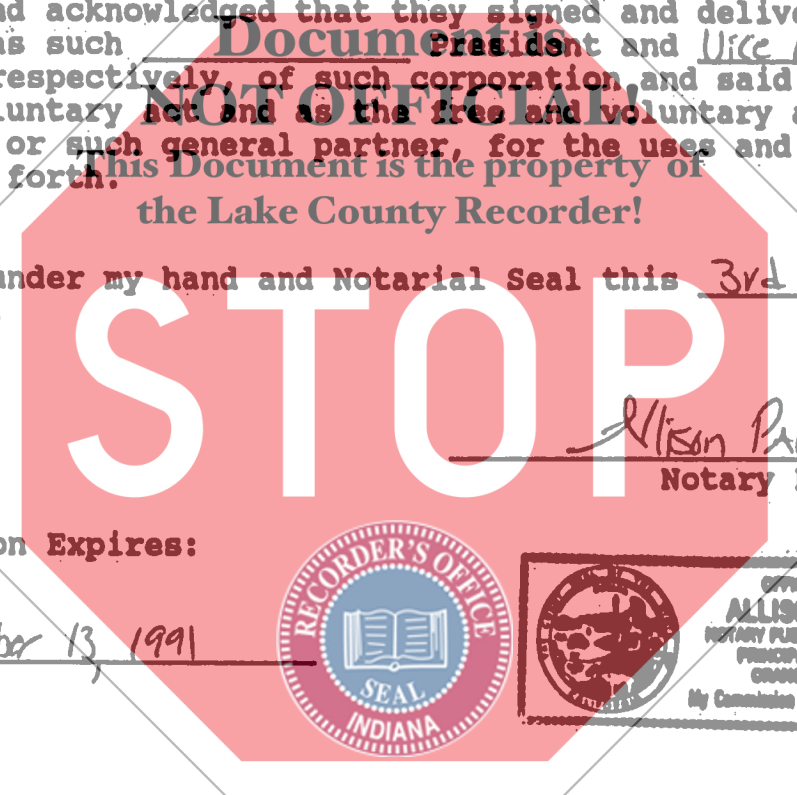
6/30/90

" OFFICIAL SEAL "
TERRY A. MARKUS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/30/90



California
STATE OF ~~ILLINOIS~~)
 Orange) SS
COUNTY OF ~~COOK~~)

I, Allison Pack, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that William S. Messner, Jr. and Jeffrey J. Gordin, the President and Vice President Secretary, respectively, of Messenger Investment Company, a California corporation and a general partner of Messenger Partnership XII Limited Partnership, a California limited partnership, the sole general partner of Indiana Development Partners I L.P., a California limited partnership, 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 said instrument as such President and Vice President Secretary, respectively, of such corporation and said as their own free and voluntary act and as the free and voluntary act of such corporation or such general partner, for the uses and purposes therein set forth.



Documents
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the Lake County Recorder!

Given under my hand and Notarial Seal this 3rd day of April, 1990.

Allison Pack
Notary Public

My Commission Expires:
September 13, 1991



California
STATE OF ILLINOIS)
Orange) SS
COUNTY OF COOK)

I, Allison Pack, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that William S. Messenger, Jr., a general partner of Messenger Partnership XII Limited Partnership, a California limited partnership, the sole general partner of Indiana Development Partners I L.P., a California limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such general partner as his own free and voluntary act and as the free and voluntary act of such limited partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of April, 1990.

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STOP

Allison Pack
Notary Public

My Commission Expires:

September 13, 1991



EXHIBIT A

Legal Description

LOTS 1 AND 2, MIDWEST CENTRAL BUSINESS PARK, UNIT 4, TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 64, PAGE 22, IN LAKE COUNTY, INDIANA.

**Address:
P.I.N.:**

Prepared by and after recording please return to:

**Terry A. Markus, Esq.
Bell, Boyd & Lloyd
70 W. Madison Street
Suite 3200
Chicago, Illinois 60602**

