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Ann C. Saywitz

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**SECOND MODIFICATION OF MORTGAGE NOTE,  
MORTGAGE AND RELATED DOCUMENTS AGREEMENT**

STATE OF INDIANA'S CHICAGO TITLE INSURANCE COMPANY  
LAKE COUNTY  
FILED FOR RECORD  
AUG 25 2 56 PM '92  
ROBERT RECORDER

This Second Modification of Mortgage Note, Mortgage and Related Documents Agreement (this "Agreement") is made on the 27th day of July, 1992 and upon execution and satisfaction of the conditions set forth herein, shall be deemed by the parties hereto effective as of April 1, 1992, by and among COLUMBIA LIMITED PARTNERSHIP, an Indiana limited partnership (the "Borrower"), HERBERT S. SAYWITZ, in his individual capacity (the "Guarantor") and MDFC LOAN CORPORATION, a Delaware corporation (the "Lender").

WHEREAS, Borrower has executed and delivered to Lender a Mortgage Note dated July 1, 1988 (the "Note"), in the principal amount of \$3,750,000.00 evidencing an indebtedness owed by Borrower to Lender in like amount (the "Loan"); and

WHEREAS, repayment of the Note is secured by, among other items of collateral, a certain mortgage dated as of July 1, 1988, made by Borrower to Lender and recorded in the office of the County Recorder of Lake County, Indiana (the "Records") on July 20, 1988 as Document Number 987830 (the "Mortgage"), encumbering the property legally described in Exhibit A attached hereto and made a part hereof and commonly known as Columbia Plaza Shopping Center, Hammond, Lake County, Indiana (the "Premises"); and

WHEREAS, repayment of the Note is additionally secured by a Collateral Assignment of Leases and Rents dated as of July 1, 1988, made by Borrower to Lender and recorded in the Records on July 20, 1988 as Document Number 987831 (the "Assignment"); and

WHEREAS, repayment of the Note is additionally secured by UCC Financing Statements made by Borrower, as debtor, to Lender, as secured party, a counterpart of which was recorded on July 20, 1988 in the Records as Document Number 293894 and a counterpart of which was filed in the Office of the Secretary of the State of Indiana contemporaneously therewith (said Financing Statements being hereinafter referred to as the "Financing Statements"); and

WHEREAS, repayment of the Note is additionally secured by a Security Agreement dated as of July 1, 1988 by and between Borrower and Lender (the "Security Agreement"); and

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Ann Marie Sink, Esq.  
Katten Muchin & Zavis  
525 West Monroe Street  
Suite 1600  
Chicago, Illinois 60661-3693

KEY NO. 37-16-20  
TAX UNIT NO. 26

PROPERTY ADDRESS:  
Corner of 165th Street and  
Columbia Avenue  
Hammond, Lake County, Indiana

3800  
CX



WHEREAS, repayment of the Note is additionally secured by a Credit Agreement and Undertaking dated as of July 1, 1988 by and between Borrower and Lender, which Credit Agreement and Undertaking was amended by that certain Addendum to Credit Agreement and Undertaking dated as of July 20, 1988 by and between Borrower and Lender (collectively, the "Credit Agreement"); and

WHEREAS, repayment of the Note is additionally secured by irrevocable letter of credit No. 4120, dated March 6, 1992, in the amount of \$350,000.00, issued by Cole Taylor Bank (the "Existing L/C"); and

WHEREAS, the obligations of the Borrower are additionally secured by a Guaranty of Payment dated as of July 1, 1988 from the Guarantor to and for the benefit of the Lender (the "Guaranty"); and

WHEREAS, the Note, the Mortgage, the Assignment, the Financing Statements, the Security Agreement, the Credit Agreement and the Guaranty, together with all other documents and instruments previously executed and delivered in connection therewith, were modified by that certain First Modification of Mortgage Note, Mortgage and Related Documents Agreement dated as of November 27, 1991, by and among Lender, Borrower and Guarantor (the "Prior Modification"); and

WHEREAS, concurrently with the execution and delivery and of the Prior Modification, Borrower, Lender and Guarantor entered into that certain Pledge and Collateral Agreement (the "Pledge Agreement", and the Pledge Agreement, the Note, the Mortgage, the Assignment, the Financing Statements, the Security Agreement, the Credit Agreement, the Existing L/C and the Guaranty, together with all other documents and certificates now or hereafter securing repayment of the indebtedness, or any portion thereof, evidenced by the Note and all other obligations of the Borrower, all as modified by the Prior Modification are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, Borrower has requested that Lender further modify certain terms and provisions of the Note and the other Loan Documents and Lender has so agreed, on the terms and conditions more specifically set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantor and Lender do hereby agree as follows:

1. The preambles to this Agreement are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

2. To the extent not otherwise defined herein to the contrary, all terms and phrases used in this Agreement shall have the respective meanings ascribed to them in the Note and the other Loan Documents.

3. Borrower and Guarantor warrant and represent to Lender that Borrower is the owner in fee simple of the Premises and that Borrower and Guarantor have the power, authority and capacity to execute this Agreement without the prior consent or joinder of any other person or entity.

4. Effective as of April 1, 1992 (the "Modification Date"), the Note is modified as follows:

(a) Notwithstanding anything to the contrary stated in the Note, the Deferral Period shall commence with the monthly payment which is due and payable on September 1, 1990, and shall continue through and including the monthly payment which is due and payable on June 1, 1992.

(b) From July 1, 1992 until the Maturity Date, the Monthly Payment Amount shall be equal to (i) interest which shall accrue from June 1, 1992 through the Maturity Date at the applicable Stated Interest Rate set forth in the Note, and (ii) the required tax escrow payment.

(c) On May 8, 1992, Lender made protective advances for the payment of real estate taxes, penalties and interest due on the Premises in the amount of \$344,137.93. From and after May 8, 1992, such amount shall be added to and be deemed a portion of the Deferred Amount.

(d) "Base" shall be equal to \$4,370,000.00.

(e) The Monthly Payment Amounts shall be made in accordance with the "Revised Payment Schedule" attached hereto as Exhibit B and made a part hereof. From and after the Modification Date, the Revised Payment Schedule shall supercede the Payment Schedule in its entirety.

(f) Provided there does not exist a Default or an Event of Default hereunder or under any of the other Loan Documents, Lender shall release additional amounts to be deposited by Borrower into the Turnaround Fund. Borrower's deposit shall be in the amount of \$280,000.00 (the "Additional Borrower's Share"). Lender shall release portions of the Additional Borrower's Share, from time to time, provided that all of the following additional conditions are complied with:

(i) Lender will only release portions of the Additional Borrower's Share to Borrower on a discounted basis, i.e., for every \$1.00 paid by Borrower for approved Improvements, Lender shall release \$0.75 to the Borrower, up to a maximum amount of \$140,000.00; thereafter, for every \$1.00 paid by Borrower for approved Improvements, Lender shall release \$0.50 to Borrower, up to the amount then remaining of the Additional Borrower's Share. Notwithstanding the foregoing, existing funds in the Turnaround Fund (net of the Additional Borrower's Share) shall be released to Borrower on a \$1.00 for \$1.00 basis.

(ii) Concurrently with the funding of the Additional Borrower's Share by Borrower, the Existing L/C now on deposit (\$350,000.00) with Lender shall be released and returned to Borrower.

(iii) Borrower acknowledges and agrees that the Turnaround Fund shall consist of the Additional Borrower's Share only and shall not, at any time, hold any of Lender's funds.

**This Document is the property of**

(iv) ~~Borrower shall otherwise~~ comply with the terms and conditions set forth in the Pledge Agreement.

5. (a) The obligations of the Guarantor under the Guaranty and the other Loan Documents, as modified by this Agreement, are hereby ratified, affirmed and confirmed by the Guarantor and such obligations continue in full force and effect.

6. The Mortgage and the other Loan Documents are hereby modified as follows:

(a) All references in the Mortgage and the other Loan Documents to the Note and the Pledge Agreement are hereby understood to be to the Note and the Pledge Agreement as modified by this Agreement.

(b) In the event of any conflict among the terms of the Mortgage, the Note, the Pledge Agreement and the other Loan Documents as modified by this Agreement, the terms of the Note and the Pledge Agreement as modified by this Agreement shall control. All terms and provisions of the Mortgage, the Guaranty, and the other Loan Documents corresponding to terms and provisions of the Note prior to the effective date of this Agreement shall be deemed modified in accordance with the terms of this Agreement.

7. Lender, Borrower and Guarantor hereby understand and acknowledge that Lender is not advancing and shall not advance to Borrower in the future, any new principal sums.



8. From and after the closing of this modification transaction (the "Closing Date"), and upon the release of the Existing L/C to the Borrower, the terms, conditions and provisions governing the Existing L/C in the Loan Documents shall cease to be of any further force or effect.

9. On or prior to the Closing Date, Borrower shall pay or cause to be paid to Lender, in immediately available funds, the outstanding legal fees of Katten Muchin & Zavis incurred by Lender to date with respect to the Premises, less amounts paid by Lender to Katten Muchin & Zavis by agreement of Lender and Borrower. Lender is hereby authorized to pay such legal fees out of the Turnaround Fund.

10. On or prior to the Closing Date, Borrower and Guarantor shall deliver to Lender an opinion of Borrower's and Guarantor's Counsel, in form and substance satisfactory to Lender, in its sole and absolute discretion, indicating, among other things, that this Agreement, the Note and the other Loan Documents as modified hereby, and any and all other documents executed in connection with the transactions contemplated by this Agreement are legal, valid, binding and enforceable, in accordance with their terms and conditions.

11. Borrower and Guarantor each hereby warrant and represent that (i) neither Borrower nor Guarantor has any defense, offset or counterclaim with respect to the payment of any sum owed to Lender, or with respect to any covenant in the Loan Documents; (ii) Lender, on and as of the date hereof, has fully performed all obligations to Borrower and Guarantor, as applicable, which it may have had or has on and as of the date hereof; (iii) other than as expressly set forth herein, by entering into this Agreement, Lender does not waive any condition or obligation in the Loan Documents.

12. This Agreement shall be of no force or effect until a Date Down Endorsement, reflecting recordation of this Agreement, in form and content acceptable to Lender, is issued by Chicago Title Insurance Company to its Loan Policy No. 04-37-549, originally dated July 25, 1988, as extended to December 13, 1991, indicating that there are no new or unpermitted exceptions to title except as set forth in said policy as of December 13, 1991, except as approved by Lender, in Lender's sole and absolute discretion.

13. This Agreement shall be of no force or effect until recorded in the Office of the County Clerk, Lake County, Indiana.

14. Borrower and Guarantor each hereby agree to execute and deliver promptly to Lender, at Lender's request, such other documents as Lender, in its reasonable discretion, shall deem necessary or appropriate to evidence the transaction contemplated herein.

15. All references in the Loan Documents pertaining to the giving or receipt of notice to the parties hereto shall be amended to read as follows:

Every provision for notice, demand or request required herein shall be deemed fulfilled by written notice, demand or request personally served on with proof of service endorsed thereon, or mailed to, or sent by a nationally recognized overnight courier service to, the party entitled thereto or on its successors or assigns or heirs. If mailed, such notice, demand or request shall be made certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth below or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) "Business Day" (hereinafter defined) following posting the aforesaid or sent by a nationally recognized overnight courier service, such notice, demand or request shall be deemed to have been made on the first (1st) Business Day after delivery to such nationally recognized overnight courier service. For the purposes herein, notices shall be sent to the parties as follows:

To Lender:

MDFC Loan Corporation  
c/o McDonnell Douglas Finance Corporation  
340 Golden Shore  
Long Beach, California 90802-4296  
Attention: Director-Real Estate Financing

with a copy to:

Katten Muchin & Zavis  
525 West Monroe Street  
Suite 1600  
Chicago, Illinois 60661-3693  
Attention: Ann Marie Sink, Esq.

To Borrower and Guarantor:

Columbia Limited Partnership  
c/o HSS Development, Inc.  
2720 River Road  
Suite 254  
Des Plaines, Illinois 60018  
Attention: Mitchell Saywitz

and

Herbert S. Saywitz  
c/o HSS Development, Inc.  
2720 River Road  
Suite 254  
Des Plaines, Illinois 60018

with a copy to:

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the Lake County Recorder!  
Olita, Saywitz, Kedzie, Tatcoles & Foley  
One North LaSalle Street  
Suite 2700  
Chicago, Illinois 60602  
Attn: Ann C. Saywitz, Esq.

"Business Day" shall mean any day other than Saturday, Sunday or any other day on which national banks in Chicago, Illinois are not open for business.

16. On or prior to the Closing Date, Borrower agrees to pay all fees and expenses associated with the consummation of the transactions contemplated in this Agreement, including, without limitation, fees and expenses of Lender's counsel in accordance with Paragraph 9 above, recording charges, escrow charges, title charges and related expenses.

17. Time is of the essence of this Agreement. Unless this Agreement is executed by Borrower and Guarantor on or before August 19, 1992, it shall become null and void and shall have no force or effect.

18. Upon (i) Borrower's and Guarantor's satisfaction of the payment and performance obligations set forth herein to be paid and/or performed by Borrower and Guarantor on or prior to the Closing Date and (ii) execution of this Agreement by all parties hereto, the Borrower shall be deemed as having paid all sums due and payable to Lender as of the Closing Date, and the Loan shall be deemed current and free of any Default.

19. In consideration of Lender's execution of this Agreement and Lender's consent to the modification of the Loan Documents as set forth herein, Borrower and Guarantor each hereby stipulate and

consent that upon a default, Default or Event of Default under this Agreement, the Note, the Pledge Agreement or the other Loan Documents, and upon the filing of a petition under any section or chapter of the Bankruptcy Code or similar law or statute by or against Borrower and/or Guarantor, any automatic stay or other injunction against Lender resulting from such filing shall be immediately and automatically modified and terminated with respect to Lender, without further notice, hearing or order of court, so that Lender may proceed to exercise its rights and remedies against the Premises in accordance with applicable law as if no such filing had taken place. Borrower and Guarantor each further agree that it will not contest any motion or application of Lender made in any court of competent jurisdiction seeking enforcement of this paragraph or otherwise seeking modification or termination of such automatic stay or other injunction in a manner consistent herewith.

20. Notwithstanding anything to the contrary which may be contained herein, in the Note, the Mortgage or any of the other Loan Documents, Borrower (and its general partners) shall not be personally liable by reason of any Default or Event of Default hereunder or under any of the Loan Documents, and Lender agrees to look solely to the Premises and to any other collateral heretofore, now or hereafter pledged to secure the Note including, inter alia, the Guaranty, for the payment of the sums evidenced thereby; except that Borrower and its general partners shall be personally liable for all gross income derived from the operation of the Premises collected by Borrower immediately, regardless whether Lender notified Borrower, upon the existence or occurrence of an Event of Default under the Mortgage (which Event of Default is not cured, or otherwise resolved to Lender's satisfaction), which gross income is not expended in connection with the operation of the Premises in the ordinary course of business; provided, however, that nothing contained herein shall (i) limit or be construed to limit or impair the enforcement against the Guarantor, the Premises and/or any of the security so mortgaged and/or pledged, of any of the rights and remedies of Lender under the Note, or any of the other Loan Documents as modified hereunder, or (ii) release Borrower or its general partners from any personal liability arising from fraud or the misapplication of insurance proceeds or condemnation proceeds which may come into the possession of Borrower.

21. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same Agreement.

22. Except as otherwise set forth herein to the contrary, the Loan Documents, including, inter alia, any provisions relating to Borrower's limited liability therefor, remain unmodified and continue in full force and effect. Borrower and Guarantor each



hereby reaffirms, confirms and ratifies each and every covenant, condition, obligation and provision set forth in the Note, the Mortgage, the Guaranty, the Pledge Agreement and the other Loan Documents, each as modified hereby. All references in any of the Loan Documents to any other one or more of the Loan Documents shall be deemed to be to such document(s) as modified by this Agreement. The Loan is hereby deemed reinstated as modified.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed and delivered this Agreement as of the day and year first above written.

BORROWER:

COLUMBIA LIMITED PARTNERSHIP, an Indiana limited partnership

By: [Signature]  
Name: Herbert S. Saywitz  
Its: General Partner

This Document is the property of the Lake County Recorder!

GUARANTOR:

[Signature]  
HERBERT S. SAYWITZ, individually

LENDER:

MDFC LOAN CORPORATION, a Delaware corporation



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

hereby reaffirms, confirms and ratifies each and every covenant, condition, obligation and provision set forth in the Note, the Mortgage, the Guaranty, the Pledge Agreement and the other Loan Documents, each as modified hereby. All references in any of the Loan Documents to any other one or more of the Loan Documents shall be deemed to be to such document(s) as modified by this Agreement. The Loan is hereby deemed reinstated as modified.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed and delivered this Agreement as of the day and year first above written.

BORROWER:

COLUMBIA LIMITED PARTNERSHIP, an  
Indiana limited partnership



By: Herbert S. Saywitz  
Name: Herbert S. Saywitz  
Its: General Partner

GUARANTOR:  
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the Lake County Recorder!

HERBERT S. SAYWITZ, individually

LENDER:

MDFC LOAN CORPORATION, a Delaware  
corporation



By: R. W. Owsley  
Name: R. W. Owsley  
Its: Sr. Vice President - Finance & Treasurer

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

I, SUSAN M. WITZANY, a Notary Public, in and for said County in the State aforesaid, do hereby certify that HERBERT S. SAYWITZ, personally known to me to be general partner of COLUMBIA LIMITED PARTNERSHIP, an Indiana limited partnership, and 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 the said instrument on behalf of the aforesaid partnership.

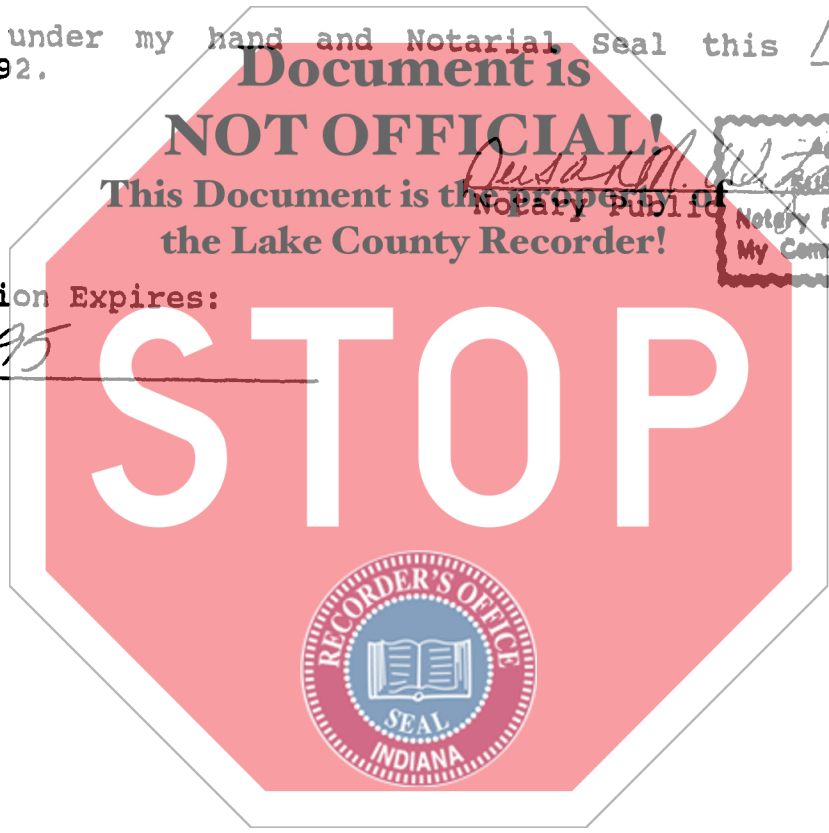
GIVEN under my hand and Notarial Seal this 17th day of August, 1992.

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OFFICIAL SEAL\*  
SUSAN M. WITZANY  
Notary Public, State of Illinois  
My Commission Expires 3/21/95

My Commission Expires:

3-21-95

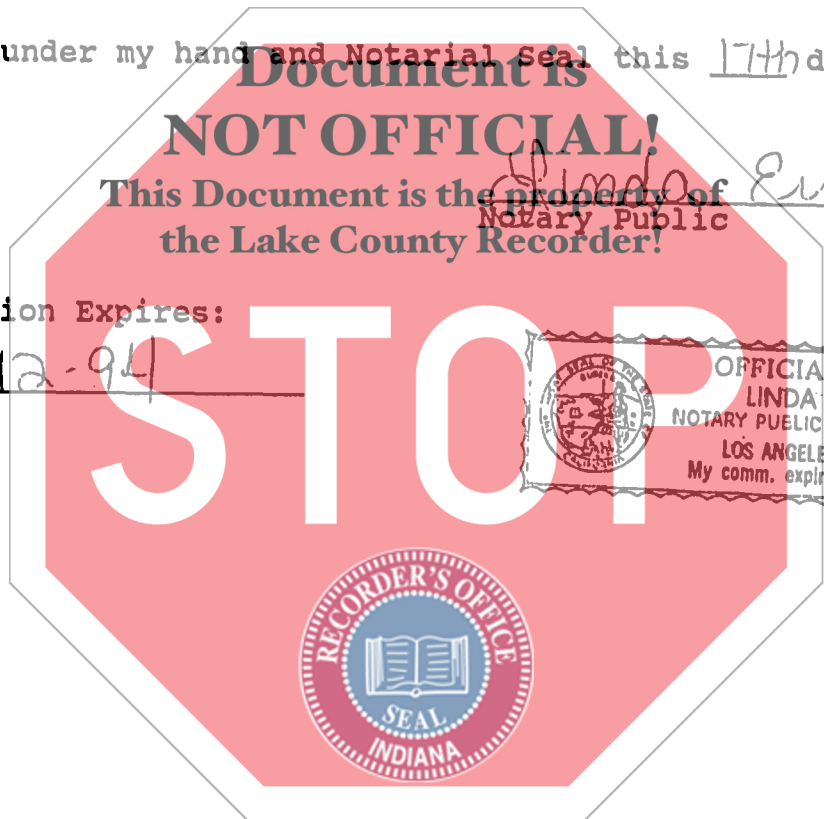


STATE OF California )  
COUNTY OF Los Angeles )

SS

I, Linda Ernst, a Notary Public, in and for said county in the State aforesaid, do hereby certify that Robert W. Oursley personally known to me to be the Sr. V.P. - Finance & Treasurer of MDFC Loan Corporation, a Delaware corporation, and 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 she signed and delivered the said instrument on behalf of the aforesaid corporation.

GIVEN under my hand and Notarial Seal this 17th day of August, 1992.



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This Document is the property of Linda Ernst  
Notary Public  
the Lake County Recorder!

My Commission Expires:  
4-12-94

OFFICIAL SEAL  
LINDA ERNST  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
My comm. expires APR 12, 1994



STATE OF ILLINOIS )  
                          )     SS  
COUNTY OF COOK    )

I, SUSAN M. WITZANY, a Notary Public, in and for said County in the State aforesaid, do hereby certify that HERBERT S. SAYWITZ, 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 the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of August, 1992.

**Document is NOT OFFICIAL!**  
Notary Public

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My Commission Expires:

3.21.95

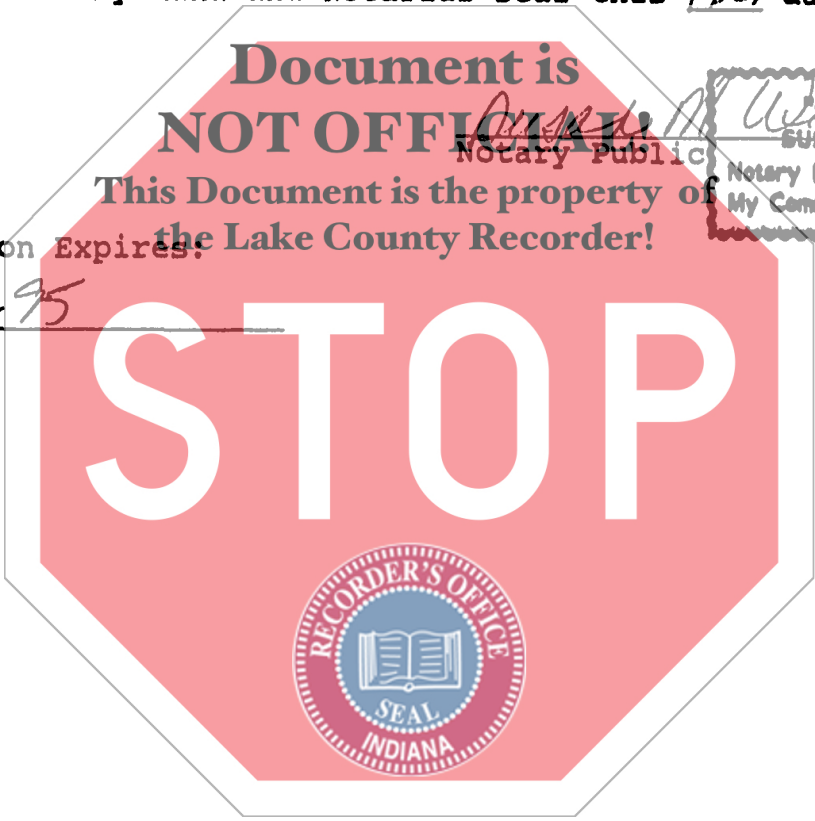
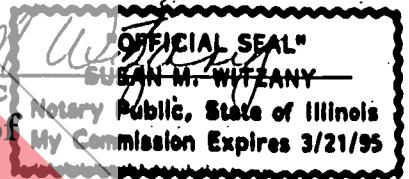


EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

That part of the Southeast Quarter of Section 6, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, North Township, Lake County, Indiana, described as follows: Beginning at the Southwest corner of the Southeast Quarter of said Section 6 and running thence East along the South Line of said Southeast Quarter a distance of 920.02 feet; thence North at right angles to said South line a distance of 798.09 feet; thence West along a line parallel to the South line of said Southeast Quarter a distance of 899.43 feet to the West line of said Southeast Quarter; thence Southerly on the West line of said Southeast Quarter a distance of 798.09 feet to the point of beginning, except that part deeded to the City of Hammond for street purposes by Quit Claim Deed recorded October 23, 1975 as Document No. 322317, made by Minwick Centers of Indiana, Inc. (formerly known as Shop Lease Co. of Indiana Inc.), described as follows:

Beginning at a point 30.0 feet North and 50.0 feet East of the Southwest corner of the Southeast Quarter of Section 6, Township 36 North, Range 9 West of the Second Principal Meridian; thence East on a line parallel to and 30.0 feet North of the South line of the Southeast Quarter of said Section 6, a distance of 870.02 feet; thence North at right angles to the South line of the Southeast Quarter of said Section 6, a distance of 2.0 feet; thence West on a line parallel to and 32.0 feet North of the South line of the Southeast Quarter of said Section 6, a distance of 22.2 feet more or less to a point which is 898.0 feet East of the West line of the Southeast Quarter of said Section 6 thence Northwesterly a distance of 120.13 feet more or less to a point, said point lying 37.5 feet North and 778.0 feet East of the Southwest corner of the Southeast quarter of said Section 6; thence West on a line parallel to and 37.5 feet North of the South line of the Southeast Quarter of said Section 6, a distance of 400.0 feet to a point which is 377.0 feet East of the West line of the Southwest Quarter of said Section 6; thence West on a line parallel to and 48.5 feet north of the South Line of the Southeast Quarter of said Section 6, thence Northwesterly a distance of 146.90 feet to a point, said point lying 48.5 feet North and 231.5 feet East of the Southwest corner of the Southeast Quarter of said Section 6, a distance of 150.0 feet to a point which is 81.5 feet East of the West line of the Southwest Quarter of said Section 6; thence Northwesterly a distance of 32.53 feet to a point, said point lying 71.5 feet North and 58.5 feet East of the Southwest corner of the Southeast Quarter of said Section 6; thence North on a line parallel to and 58.5 feet East of the West line of the Southeast Quarter of said Section 6, a distance of 150.0 feet;

thence Northwesterly, a distance of 136.26 feet more or less to a point, said point lying 357.85 feet North and 50.0 feet East of the Southwest corner of the Southeast Quarter of said Section 6; thence South on a line parallel to and 50.0 Feet East of the West line of the Southeast Quarter of said Section 6, a distance of 327.5 feet to the place of beginning, being dedicated to the public as street right-of-way, consisting of 11,189.65 square feet more or less, all in the City of Hammond, Lake County, Indiana: Resolution No. 2377.



**EXHIBIT B**

**REVISED PAYMENT SCHEDULE**

<u>Payment Date</u>	<u>Basic Interest Payment</u> <sup>1/</sup>	<u>Tax Escrow Payment</u> <sup>2/</sup>	<u>Deferred Amount Payment</u>	<u>Total Payment Required</u>
1. September 1, 1990	\$16,666.67	-	-	\$16,666.67
2. October 1, 1990	16,666.67	-	-	16,666.67
3. November 1, 1990	8,000.00	-	-	8,000.00
4. December 1, 1990	8,000.00	-	-	8,000.00
5. January 1, 1991	10,000.00	-	-	10,000.00
6. February 1, 1991	10,000.00	-	-	10,000.00
7. March 1, 1991	12,000.00	-	-	12,000.00
8. April 1, 1991	12,000.00	-	-	12,000.00
9. May 1, 1991	12,000.00	-	-	12,000.00
10. June 1, 1991	12,000.00	-	-	12,000.00
11. July 1, 1991 through payment due on March 1, 1992	8,000.00	-	-	8,000.00
12. April 1, 1992 through payment due on June 1, 1992	8,000.00	9,500.00	-	-
13. July 1, 1992 to the Maturity Date	full debt service at Stated Interest Rate <sup>1/</sup>	9,500.00	-	-
14. June 30, 1994	All remaining principal, interest and other sums due under the Note.			

<sup>1/</sup> Commencing on July 1, 1992, the basic interest payment shall be such amount as shall be required to pay interest, in arrears, on the then outstanding principal balance at the applicable Stated Interest Rate set forth in the Note.

<sup>2/</sup> The Tax Escrow Payment is subject to adjustment in accordance with the Loan Documents.