

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

96 MAY -7 AM 10:40

MARIONETTE BURNARD  
RECORDER

96030031

RECORDING REQUESTED BY:

Commonwealth Land Title Insurance  
Company

AND WHEN RECORDED MAIL TO:

Morrison & Foerster LLP  
345 California Street  
San Francisco, CA 94104  
Attn: Christina W. Chi, Esq.

HOLD FOR FIRST AMERICAN TITLE

Document is

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This Document is the property of  
the Lake County Recorder!  
(Lake County, Indiana)

This FIRST AMENDMENT TO MORTGAGE (the "Amendment") is made as of April 25, 1996, by WICKES FURNITURE COMPANY, INC., a Delaware corporation ("Mortgagor"), and WELLS FARGO BANK, N.A., as agent for Wells Fargo Bank, N.A. (including (A) in its capacity as issuing bank with respect to Letters of Credit and (B) in its capacity as obligee with respect to any Hedging Agreements), such other Banks (as hereinafter defined) as become parties to the Credit Agreement (as hereinafter defined), and such other financial institutions as become obligees with respect to any Hedging Agreements (herein, in such capacity, the "Mortgagee"). As of the date hereof, the only such Banks and other financial institutions are Wells Fargo Bank, N.A. ("Wells Fargo"), LaSalle National Bank ("LaSalle") and First Source Financial LLP ("First Source").

#### FACTUAL BACKGROUND

A. Pursuant to that certain Revolving Credit and Term Loan Agreement dated as of January 19, 1995 (the "Credit Agreement"), by and among Mortgagor, certain lenders including Wells Fargo (those financial institutions that are from time to time party to the Credit Agreement, together with the successors and assigns of each of them, are hereinafter collectively called the "Banks"), and Wells Fargo, as letter of credit issuing bank, swingline bank, and agent for the Banks thereunder, the Banks agreed to extend certain credit facilities to Mortgagor (the "Credit Facilities").

B. The Credit Facilities are evidenced by those certain (1) Promissory Note dated January 20, 1995 made payable to Wells Fargo in the principal amount of \$30,000,000, (2) Promissory Note dated January 20, 1995 made payable to First Source in the principal amount of \$10,000,000, (3) Promissory Note dated January 20, 1995 made payable to LaSalle in the principal amount of \$15,000,000, and (4) Promissory Note (Swingline

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Loans) dated January 20, 1995 made payable to Wells Fargo in the principal amount of \$3,000,000 (collectively, the "Notes"). Notwithstanding the principal amounts stated in the Notes, the maximum amount of outstanding advances at any one time under the Credit Facilities shall not exceed \$55,000,000.

C. The Notes are secured by, among other things, that certain document described on *Exhibit A* attached hereto (the "Mortgage"), by and between Mortgagor and Mortgagee. The Mortgage encumbers certain real property as described on *Exhibit B* attached hereto. Capitalized terms used herein without definition have the meanings given to them in the Mortgage.

D. As used herein, the term "Loan Documents" means the Credit Agreement, the Mortgage, and any other documents executed in connection with the Credit Facilities, including those which evidence, guaranty, secure or modify the Credit Facilities, as any or all of them may have been amended to date.

E. The Banks and Mortgagor have modified the Credit Agreement as provided in those certain (1) First Amendment to Credit Agreement dated as of February 17, 1995 by and between the Banks and Mortgagor, (2) Second Amendment to Credit Agreement dated as of August 11, 1995 by and between the Banks and Mortgagor, and (3) Third Amendment to Credit Agreement dated as of January 29, 1996 between the Banks and Mortgagor (collectively, the "Credit Agreement Amendments"). This Amendment and the Credit Agreement Amendments are Loan Documents.

#### AGREEMENT

Therefore, Mortgagor and the Banks agree as follows:

#### 1. AMENDMENTS

a) The Mortgage is hereby amended to secure, in addition to the indebtedness and other obligations described therein, the Credit Agreement and the Loan Documents, each as modified by the Credit Agreement Amendments. All references in the Mortgage to the Credit Agreement and the Loan Documents shall hereafter refer to the Credit Agreement and the Loan Documents, each as modified by the Credit Agreement Amendments. All references in the Mortgage to the Mortgage shall hereafter refer to the Mortgage, as amended by this Amendment.

b) The address for Mortgagee set forth in the Mortgage is hereby amended to read as follows:

Wells Fargo Bank, Capital Markets Group  
Structured Finance  
555 Montgomery Street, 17th Floor  
San Francisco, California 94111  
Attention: Christine Rotter

**2. FULL FORCE AND EFFECT**

As hereby amended, the Mortgage and the other Loan Documents remain in full force and effect.

**3. COUNTERPARTS**

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

**MORTGAGOR:** WICKES FURNITURE COMPANY, INC.,  
a Delaware corporation

By \_\_\_\_\_  
Title: Vice President

**MORTGAGEE:** WELLS FARGO BANK, N.A.,  
a national banking association,  
as Agent for the Banks

By Christine C. Rotter  
Title: Vice President

This Instrument was Prepared By:

Morrison & Foerster LLP  
345 California Street  
San Francisco, CA 94104  
Attn: Christina W. Chi, Esq.

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**MORTGAGOR:** WICKES FURNITURE COMPANY, INC.,  
a Delaware corporation

By J. W. Ostell  
Title: Vice President

**MORTGAGEE:** WELLS FARGO BANK, N.A.,  
a national banking association,  
as Agent for the Banks

By \_\_\_\_\_  
Title: Vice President

This Instrument was Prepared By:

Morrison & Foerster LLP  
345 California Street  
San Francisco, CA 94104  
Attn: Christina W. Chi, Esq.

**EXHIBIT A**

**MORTGAGE**

**Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, and  
Fixture Filing by and between Mortgagor and Mortgagee dated as of January 19, 1995  
and recorded on January 27, 1995, as Instrument No. 95004890 in the Official Records of  
Lake County, Indiana.**

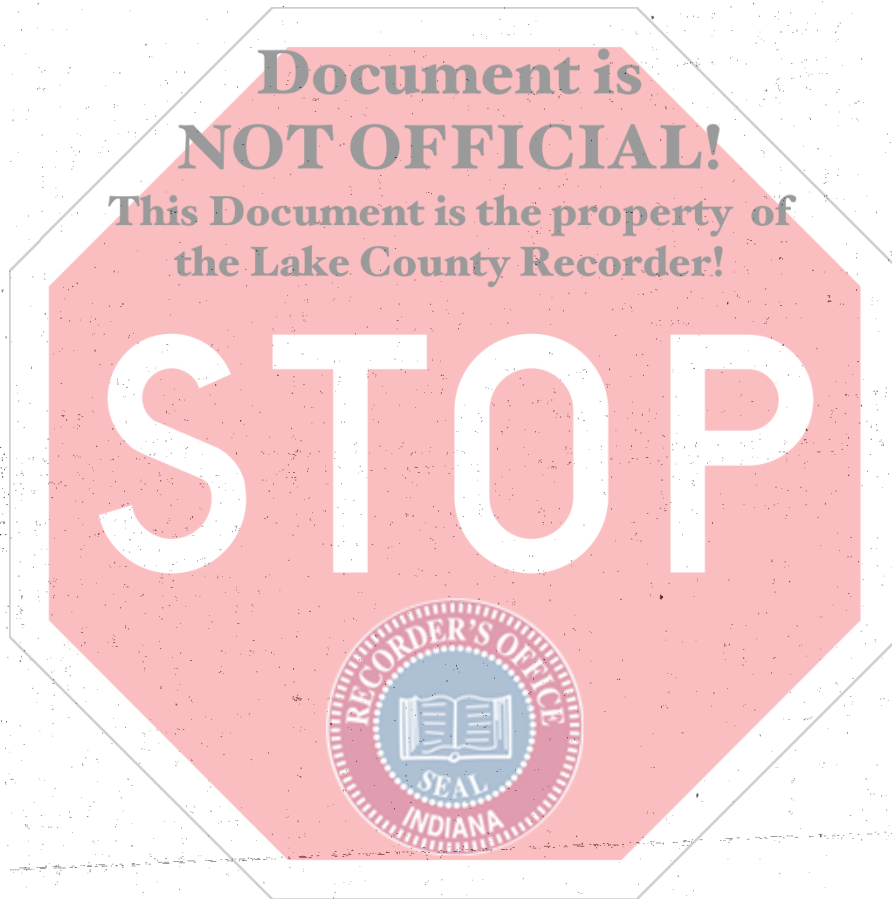


EXHIBIT B  
LEGAL DESCRIPTION

**PARCEL 1:**

Lots 9, 10, 11, 13, 14 and the South half (1/2) of Lot 24 in Pleasant Dale Subdivision, in the Town of Merrillville, as per Plat thereof, recorded in Plat Book 25, Page 58, in the Office of the Recorder of Lake County, Indiana, except those parts of Lots 9, 10 and 11 described as follows:

Beginning at the Southwest corner of said Lot 9; thence Northerly 42.6 feet along the West line of Lot 9; thence North 88° 56' East 297.0 feet to the East line of Lot 11; thence Southerly 46.4 feet along said East line to the Northerly boundary of U.S. 30; thence Westerly along said Northerly boundary to the Point of Beginning.

**PARCEL 2:**

Part of the East half (1/2) of the Northeast quarter (1/4) of Section 22, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows:

Commencing at a point 20 feet West of and 154.5 feet North of the Southeast corner of said East half (1/2) of the Northeast quarter (1/4) of Section 22 and running thence North along the West line of what is now called Mississippi Street (the Boyd Road), 444.51 feet; thence West 148.48 feet; thence South 441.95 feet to the North line of what is known as the New Lincoln Highway; thence East along the North line of said New Lincoln Highway 149 feet to the Place of Beginning.

Permanent Tax Numbers  
Key No. 15-184-11  
Unit No. 8



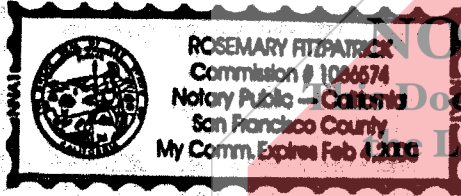
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On April 26, 1996 before me, ROSEMARY FITZPATRICK,  
*Date* *Name, Title of Officer*

personally appeared CHRISTINE C. ROTTER,  
*Name(s) of Signer(s)*

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Rosemary Fitzpatrick*  
Signature of Notary



State of Illinois

County of Cook

On April 30, 1996 before me, DELILAH HAGENOW  
Date Name, Title of Officer

personally appeared SCOTT W. CASTELL  
Name(s) of Signer(s)

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Delilah Hagenow  
Signature of Notary

OFFICIAL SEAL  
DELILAH HAGENOW  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4-3-97





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By \_\_\_\_\_  
Title: Vice President

**MORTGAGEE:** WELLS FARGO BANK, N.A.,  
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as Agent for the Banks

By Christine C. Rotter  
Title: Vice President

This Instrument was Prepared By:

Morrison & Foerster LLP  
345 California Street  
San Francisco, CA 94104  
Attn: Christina W. Chi, Esq.

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*MORTGAGOR:* WICKES FURNITURE COMPANY, INC.,  
a Delaware corporation

By

Frank W. Ostell  
Title: Vice President

*MORTGAGEE:* WELLS FARGO BANK, N.A.,  
a national banking association,  
as Agent for the Banks

By \_\_\_\_\_

Title: Vice President

This Instrument was Prepared By:

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Attn: Christina W. Chi, Esq.

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Permanent Tax Numbers  
Key No. 15-184-11  
Unit No. 8



STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On April 26, 1996 before me, ROSEMARY FITZPATRICK,  
*Date* *Name, Title of Officer*

personally appeared CHRISTINE C. ROTTER,  
*Name(s) of Signer(s)*

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Rosemary Fitzpatrick*  
*Signature of Notary*



State of Illinois

County of Cook

On April 30, 1996 before me, DELILAH HAGENOW  
Date Name, Title of Officer

personally appeared SCOTT W. CASTELL  
Name(s) of Signer(s)

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Delilah Hagenow  
Signature of Notary

OFFICIAL SEAL  
DELILAH HAGENOW  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4-3-97

