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RECORDING REQUESTED BY:

Commonwealth Land Title Insurance
Company

AND WHEN RECORDED MAIL TO:

Morrison & Foerster LLP
555 West Fifth Street, Suite 3500
Los Angeles, CA 90013
Attn: Kathryn I. Johnstone, Esq.

MORRIS W. CARTER
RECORDER

(Space Above for Recorder's Use)

FOURTH AMENDMENT TO MORTGAGE

(Lake County, Indiana)

This FOURTH AMENDMENT TO MORTGAGE (the "Amendment") is made as of November 24, 1997, by WICKES FURNITURE COMPANY, INC., a Delaware corporation ("Mortgagor"), and WELLS FARGO BANK, N.A., as agent for Wells Fargo Bank, N.A. (including in its capacity as agent, issuing bank with respect to Letters of Credit, swingline bank and 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").

FACTUAL BACKGROUND

A. Pursuant to that certain Revolving Credit and Term Loan Agreement dated as of January 19, 1995, as amended by that certain First Amendment to Credit Agreement dated as of February 17, 1995, by that certain Second Amendment to Credit Agreement dated as of August 11, 1995, by that certain Third Amendment to Credit Agreement dated as of January 29, 1996, by that certain Fourth Amendment to Credit Agreement, dated as of July 31, 1996, and by that certain Fifth Amendment to Credit Agreement, dated as of January 24, 1997 (as so amended, and as further amended, modified or restated from time to time, including pursuant to the Restated Credit Agreement, the "Credit Agreement"), by and among Mortgagor, certain lenders including Wells Fargo Bank, N.A. (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 Bank, N.A. ("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").

RECORDING SERVICES, INC.
162 Washington Street
Lowell, Indiana 46356
760-0727 or 693-0100

21/80
4422

B. The Credit Facilities are evidenced by certain 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 \$52,000,000.

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 amended and restated the Credit Agreement as provided in that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of November 2nd, 1997, by and among the Mortgagee, the Banks and Mortgagor (the "Restated Credit Agreement"). This Amendment and the Restated Credit Agreement 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 Restated Credit Agreement. All references in the Mortgage to the Credit Agreement and the Loan Documents shall hereafter refer to the Restated Credit Agreement and the Loan Documents. 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, N.A.
Commercial Finance Division
245 S. Los Robles Avenue, Suite 600
Pasadena, CA 91101

2. FULL FORCE AND EFFECT

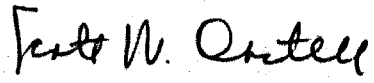
As hereby amended, the Mortgage and the other Loan Documents remain in full force and effect.

3. COUNTERPARTS

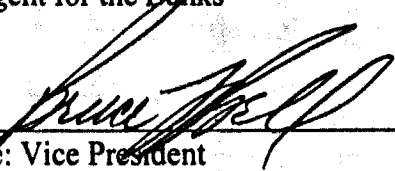
This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to be one and the same document.

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 
Title: Vice President

This Instrument was Prepared By:

Morrison & Foerster LLP
555 West Fifth Street, Suite 3500
Los Angeles, CA 90013
Attn: Kathryn I. Johnstone, 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 (the "Official Records"), as amended by that certain First Amendment to Mortgage dated as of April 25, 1996, and recorded on May 7, 1996, as Instrument No. 96030031, Official Records, that certain Second Amendment to Mortgage dated as of July 31, 1996, and recorded on July 31, 1996 as Instrument No. 96050933, Official Records, and that certain Third Amendment to Mortgage dated as of January 24, 1997, and recorded on March 13, 1997, as Instrument No. 97015513, Official Records.

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, Pap 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

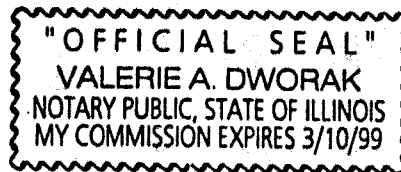
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Valerie A. Dworak, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott W. Castell personally known to me to be the Vice President of Wickes Furniture Company, Inc., 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 as such Vice President, he signed and delivered the said instrument, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of November, 1997.

Valerie A. Dworak
Notary Public

Commission expires 3/10/99



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of LOS ANGELES

On NOVEMBER-25, 1997 before me, MARVA REESE, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared BRUCE LYNN BELL
Name(s) of Signer(s)

- personally known to me
- 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.

Marva Reese

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Fourth Amendment to Mortgage (Lake Ctr, IL)

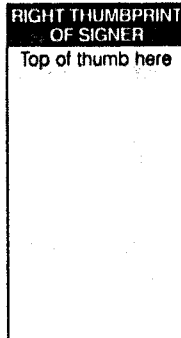
Document Date: November 26, 1997 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Bruce L. Bell

- Individual
- Corporate Officer
Title(s): Vice President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

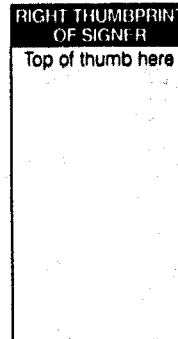


Signer Is Representing:

Wells Fargo Bank

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: