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THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING, RETURN TO:

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Chicago, Illinois 60603

TAX INDEX NUMBERS:

37-13-13
37-13-40

PROPERTY ADDRESS:

1745 165th Street
Hammond, Indiana 46320

2000 020424

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**FIRST AMENDMENT TO MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT**

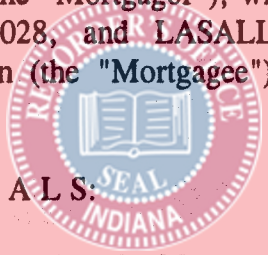
This **FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT** dated as of January 20, 2000 (the "First Amendment") is entered into by and between **CONVOY REALTY, L.L.C.**, a Delaware limited liability company (the "Mortgagor"), whose address is 935 West 175th Street, Homewood, Illinois 60430-2028, and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association (the "Mortgagee"), whose address is 135 South La Salle Street, Chicago, Illinois 60603.

RECITALS:

A. The Mortgagor executed and delivered to the Mortgagee that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement dated as of September 3, 1999, and recorded on December 28, 1999 as Document No. 99107479 with the Office of the Recorder of Deeds of Lake County, Indiana (the "Mortgage"), and which Mortgage encumbers certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

B. The Mortgage secures the obligations and liabilities of the Mortgagor to the Mortgagee under and pursuant to that certain Mortgage Note dated September 3, 1999 in the original principal amount of Fourteen Million Five Hundred Fifty Thousand and 00/100 Dollars (\$14,550,000.00), executed by the Mortgagor and made payable to the order of and delivered to the Mortgagee (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "1999 Note").

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2000 MAR 24 AM 9:48
MORRIS W. CARTER
RECORDER



2500
ML
x

C. The Mortgagor has requested and the Mortgagee has agreed to make an additional nonrevolving line of credit loan to the Mortgagor under and pursuant to that certain Mortgage Note dated January 20, 2000 in the original principal amount of One Million Two Hundred Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$1,237,500.00), executed by the Mortgagor and made payable to the order of the Mortgagee (the "2000 Note").

D. The Mortgagee requires as a condition of making the new loan to the Mortgagor evidenced by the 2000 Note that the Mortgage be amended to secure the obligations and liabilities of the Mortgagor to the Mortgagee under and pursuant to the 1999 Note, the 2000 Note and any and all extensions, renewals and modifications of the 1999 Note and/or the 2000 Note and all substitutions therefor, as provided for herein.

NOW, THEREFORE, in consideration of the foregoing, the Mortgagor and the Mortgagee hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this First Amendment.

2. Definitions. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Mortgage.

3. Obligations Secured. The Mortgage is hereby amended to secure:

(a) the obligations and liabilities of the Mortgagor to the Mortgagee under and pursuant to that certain Mortgage Note dated September 3, 1999 in the original principal amount of Fourteen Million Five Hundred Fifty Thousand and 00/100 Dollars (\$14,550,000.00), executed by the Mortgagor and made payable to the order of and delivered to the Mortgagee, pursuant to which the Mortgagor promises to pay the principal sum thereof, together with interest thereon (i) prior to maturity or the occurrence of a Default (as defined in the Mortgage) at the floating per annum rate of interest announced from time to time by the Mortgagee as its Prime Rate (the "Interest Rate"), and (ii) following maturity or the occurrence of a Default at the Interest Rate plus three percent (3.00%) (the "Default Rate");

(b) the obligations and liabilities of the Mortgagor to the Mortgagee under and pursuant to that certain Mortgage Note dated January 20, 2000 in the original principal amount of One Million Two Hundred Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$1,237,500.00), executed by the Mortgagor and made payable to the order of the Mortgagee, pursuant to which the Mortgagor promises to pay the principal sum thereof, together with interest thereon (i) prior to maturity or the occurrence of a Default at the Interest Rate, and (ii) following maturity or the occurrence of a Default at the Default Rate;

(c) any and all extensions, renewals and/or modifications of said indebtedness and any and all substitutions therefor; and

(d) and any other sums, liabilities or indebtedness as set forth in the Mortgage.

4. Note. The term "Note" as defined in the Mortgage is hereby modified to refer to all the obligations and liabilities of the Mortgagor to the Mortgagee set forth in Section 3 above, including, but not limited to, the 1999 Note and the 2000 Installment Note, and the term "Indebtedness" as defined in the Mortgage is hereby modified to refer to all of the principal sum evidenced by the 1999 Note and the 2000 Note, together with all interest and late charges thereon, any other payments due to the Mortgagee thereunder, and all other sums at any time secured by the Mortgage.

5. Nonrevolving Line of Credit. The 2000 Note evidences a nonrevolving line of credit loan, and the Mortgage, as amended hereby, shall secure not only the existing Indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date hereof. The total amount of the Indebtedness may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of Fifteen Million Seven Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$15,787,500.00), plus interest thereon and any disbursements which are made for the payment of taxes, special assessments or insurance on the Premises or other disbursements as provided for in the Mortgage.

6. Continuing Effect. All the terms of the Mortgage are hereby incorporated by reference herein, and the Mortgage, except as hereby modified, shall remain in full force and effect in all respects. The Mortgagor, by execution of this First Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage.

7. Remedies Against Other Collateral. The Mortgagor hereby acknowledges that certain Loan Documents (as defined in the 1999 Note and the 2000 Note) other than the Mortgage create liens on collateral located in counties or states other than the county and state in which the Premises are located. The Mortgagor further acknowledges that this Mortgage and the other Loan Documents are cross-defaulted and the Indebtedness is also secured by the other Loan Documents. The Mortgagor agrees that the Mortgagee may proceed, at the same or at different times, to foreclose any or all liens against such collateral (or sell such collateral under power of sale) by any proceedings appropriate in the county and state where such collateral lies, and that no event of enforcement taking place in any county or state pursuant to any of the Loan Documents shall preclude or bar enforcement in any other county or state. Any foreclosure or other appropriate remedy brought in any county or state in which collateral is located may be brought and prosecuted as to any part of such collateral without regard to the fact that foreclosure proceedings or other appropriate remedies have or have not been instituted elsewhere on any other part of the collateral for the Indebtedness.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have executed this First Amendment to Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement as of the day and year first above written.

CONVOY REALTY, L.L.C., a Delaware limited liability company

By: [Signature]
Name: Richard P. Dickson
Its: Member

By: [Signature]
Name: Michael A. Kelly
Its: Member

This Document is the property of the Lake County Recorder!

By: [Signature]
Name: George P. Tramer
Its: Member

By: ROLL & HOLD WAREHOUSING & DISTRIBUTION CORP., an Illinois corporation
Its: Member

By: [Signature]
Name: Richard Dickson
Title: Pres. / CEO

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: [Signature]
Name: Bruce Linger
Title: Senior Vice President

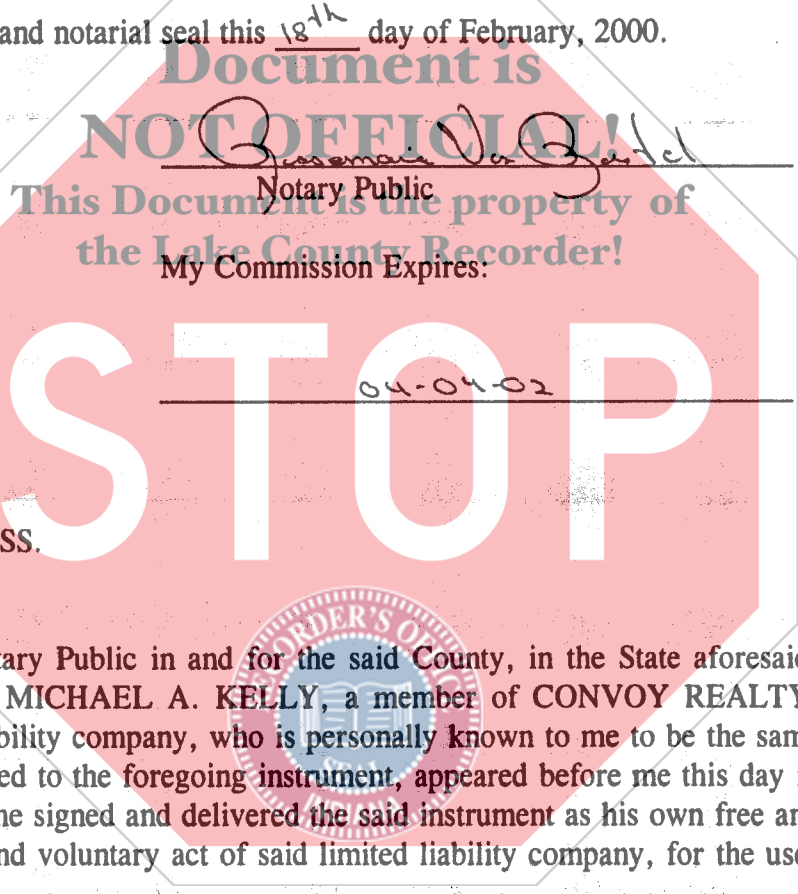
GKF:oc
January 28, 2000
116040

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD P. DICKSON, a member of CONVOY REALTY, L.L.C., a Delaware limited liability company, who is 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 and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of February, 2000.

OFFICIAL SEAL
ROSEMARIE VONBORSTEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/04/02



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL A. KELLY, a member of CONVOY REALTY, L.L.C., a Delaware limited liability company, who is 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 and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of February, 2000.

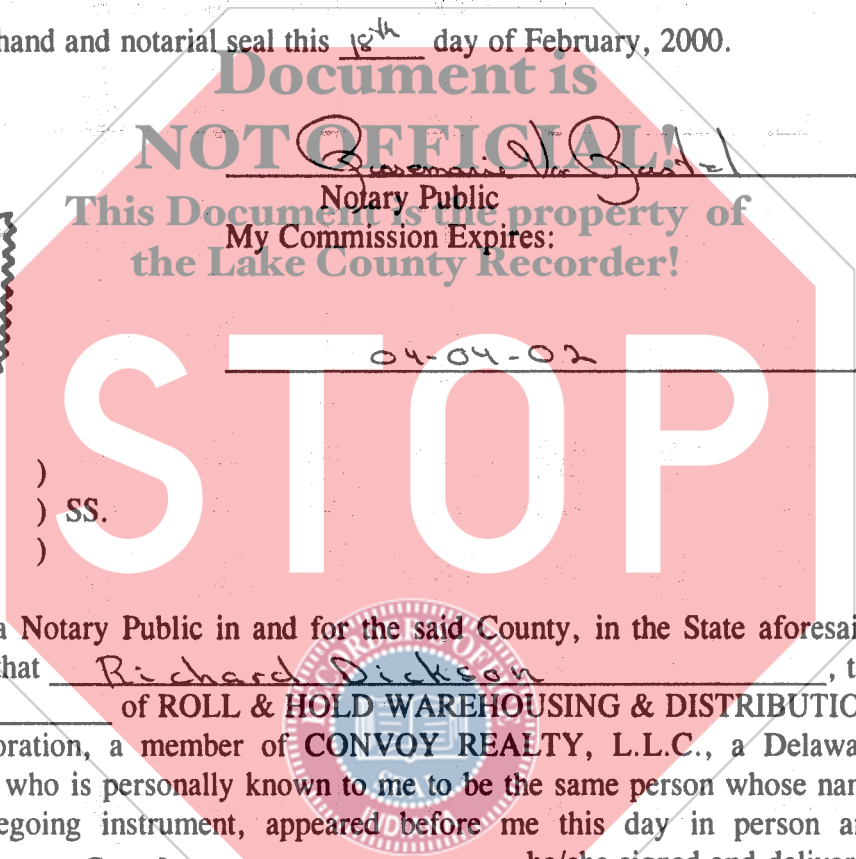
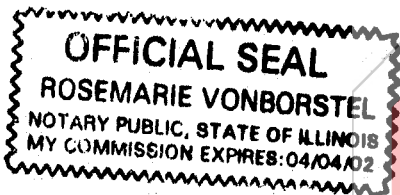
OFFICIAL SEAL
ROSEMARIE VONBORSTEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/04/02

Rosemarie Von Borstel
Notary Public
My Commission Expires:
04-04-02

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE P. TRAINER, a member of CONVOY REALTY, L.L.C., a Delaware limited liability company, who is 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 and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

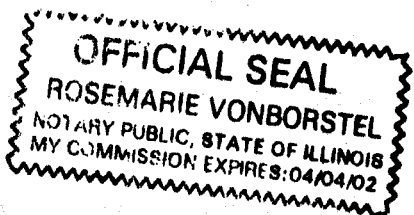
GIVEN under my hand and notarial seal this 18th day of February, 2000.



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Dickson, the CEO of ROLL & HOLD WAREHOUSING & DISTRIBUTION CORP., an Illinois corporation, a member of CONVOY REALTY, L.L.C., a Delaware limited liability company, who is 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 CEO, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation and said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of February, 2000.



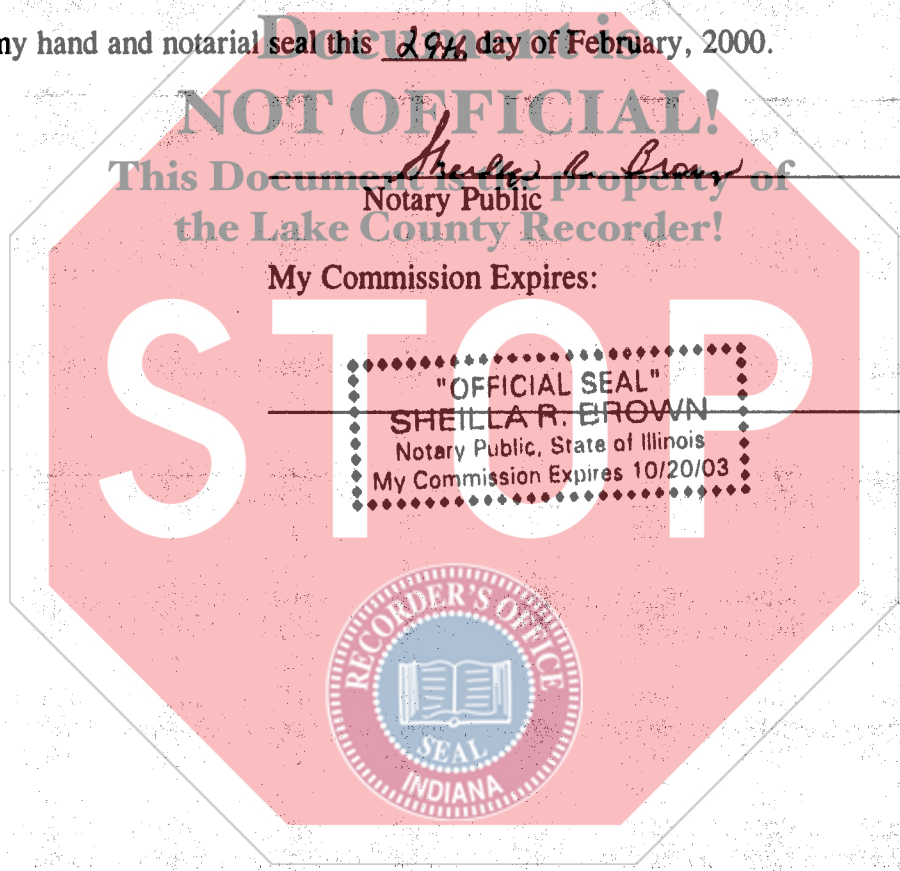
Rosemarie Von Borstel
Notary Public
My Commission Expires:

04-04-02

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that BRUCE LINGER, a Senior Vice President, of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is 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 Senior Vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of February, 2000.



GKF:oc
January 28, 2000
116040

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1: Part of the Southwest Quarter of Section 5, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, and more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 5, Township 36 North, Range 9 West; thence North 89 degrees 59 minutes 17 seconds West (assumed bearing) 1,016.65 feet along the South line of said Quarter Section; thence North 00 degrees 00 minutes 43 seconds East 30.00 feet to the North right of way line of 165th Street; thence North 36 degrees 22 minutes 36 seconds West 83.23 feet to the North line of a perpetual easement to Libby McNeil & Libby, per Lake County Auditor's Office Map, also being the point of beginning; thence continuing North 36 degrees 22 minutes 36 seconds West 657.96 feet to a 5/8" rebar with cap set; thence North 53 degrees 44 minutes 57 seconds East 366.03 feet to a 5/8" rebar with cap set; thence South 36 degrees 22 minutes 49 seconds East 926.94 feet to the North line of said perpetual easement; thence North 89 degrees 59 minutes 17 seconds West 454.76 feet along said North line to the point of beginning.

Parcel 2: Easement for the benefit of Parcel 1 as created by easement agreement Dated May 23, 1996, and Recorded June 3, 1996, as Document No. 96036901, in the Recorder's Office of Lake County, Indiana for the purpose of Ingress and Egress over the following described property:

Part of the Southwest Quarter of Section 5, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, and more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 5, Township 36 North, Range 9 West; thence North 89 degrees 59 minutes 17 seconds West (assumed bearing) 1,229.23 feet along the South line of said Quarter Section; thence North 00 degrees 00 minutes 43 seconds West 30.00 feet to the North right of way line of 165th Street and the point of beginning; thence North 00 degrees 00 minutes 43 seconds East 168.45 feet; thence South 89 degrees 59 minutes 17 seconds East 88.44 feet to the Southwesterly property line of the above described property; thence North 36 degrees 22 minutes 36 seconds West 531.93 feet along said Southwesterly line to the Northwest corner of above described property; thence North 53 degrees 44 minutes 57 seconds East 366.03 feet along the Northwesterly property line of the above described property to the Northeasterly property corner of the above described property; thence South 36 degrees 22 minutes 49 seconds East 600.00 feet along the Northeasterly property line of the above described property; thence North 53 degrees 37 minutes 11 seconds East 52.65 feet to the Northeasterly property line of a parcel of land described in Warranty Deed No. 964869, Dated February 22, 1988, as Recorded in the Office of the Lake County Recorder; thence North 36 degrees 22 minutes 50 seconds West 661.75 feet along said Northeasterly line to an extension, extending from Southwest to Northeast, with the Southeast face of an existing building; thence South 53 degrees 27 minutes 14 seconds West 458.68 feet along said building and building extension; thence South 36 degrees 22 minutes 36 seconds East 442.78 feet; thence South 00 degrees 00 minutes 43 seconds West 264.46 feet; thence South 89 degrees 59 minutes 02 seconds East 32.01 feet along said North right of way to the point of beginning.

Parcel 3: Easement for the benefit of Parcel 1 as created by Easement Agreement Dated May 23, 1996 and Recorded June 3, 1996, as Document No. 96036901, in the Recorder's Office of Lake County, Indiana for the purpose of Rail Traffic Ingress and Egress over the land described as follows:

Part of the Southwest Quarter of Section 5, Township 36 North, Range 9 West, in Lake County, Indiana, and more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 5, Township 36 North, Range 9 West; thence North 89 degrees 59 minutes 17 seconds West (assumed bearing) 611.27 feet along the South line of said Quarter Section; thence North 00 degrees 00 minutes 43 seconds West 97.00 feet to the Southeast corner of the above

described property, said corner being on the North line of a perpetual easement to Libby McNeil & Libby, per Lake County Auditors Office Map, also being the point of beginning; thence South 89 degrees 59 minutes 17 seconds East 293.32 feet along said North line to a point on a curve the radius point of said curve being North 00 degrees 00 minutes 43 seconds East 451.11 feet along said curve having a tangent distance of 120.81 feet and a central angle of 29 degrees 59 minutes 02 seconds said curve being the Northeasterly property line of a parcel of land described in Warranty Deed No. 964869, Dated February 22, 1988, as Recorded in the Office of the Lake County Recorder; thence Northwesterly 236.07 feet along said curve being concave to the Northeast; thence North 89 degrees 59 minutes 17 seconds West 112.38 feet to the Northeasterly property line of the above described property; thence South 36 degrees 22 minutes 49 seconds East 75.00 feet along said Northeasterly line to the point of beginning.

