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**MODIFICATION OF AMENDED AND RESTATED SECURED PROMISSORY NOTE,
AMENDED AND RESTATED FIRST MORTGAGE AND SECURITY AGREEMENT
AND RELATED DOCUMENTS**

This Modification of Amended and Restated Secured Promissory Note, Amended and Restated Mortgage and Security Agreement and Related Documents (this "Agreement") is made as of the 1st day of February, 1989, by and between DJ-II INVESTMENTS, LTD., an Alabama limited partnership having its principal place of business c/o Durham & Associates, Suite 925, 600 Beacon Parkway West, Birmingham, Alabama 35209 ("Borrower"), and BALCOR PENSION INVESTORS VI, an Illinois corporation having its principal place of business at 4849 Golf Road, Skokie, Illinois 60077 ("Lender").

WHEREAS, Borrower has executed and delivered to Lender an Amended and Restated Secured Promissory Note dated April 21, 1987 in the principal amount of \$9,450,000.00 (the "Note") evidencing an indebtedness owed by Borrower to Lender in like amount (the "Loan"); and

WHEREAS, the Note is secured by, among other items of collateral, a certain Amended and Restated Mortgage and Security Agreement dated as of April 21, 1987 by and between Borrower and Lender, recorded in the Official Records of Shelby County, Alabama (the "Records"), on April 22, 1987 in Book 126, Page 446 (the "Mortgage"), encumbering the property legally described in Exhibit A attached hereto and made a part hereof and commonly known as Shoal Run Apartments, Shelby County, Alabama (the "Property"); and

WHEREAS, the Note is additionally secured by an Amended and Restated Assignment of Leases and Rents dated as of April 21, 1987, by Borrower to Lender, recorded in the Records (the "Assignment of Rents") (the Note, the Mortgage, the Assignment of Rents, and all other agreements, instruments, and documents evidencing or securing the indebtedness of Borrower to Lender are hereinafter referred to collectively as the "Loan Documents"); and

WHEREAS, Borrower has requested that Lender 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 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.

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:**

Susan Ruffer Levin, Esq.
Katten Muchin & Zavis
525 West Monroe Street, Suite 1600
Chicago, Illinois 60606-3693
(312) 902-5200

Lend. Little

2. Borrower warrants and represents to Lender that Borrower is the owner in fee simple of the Property, and has the power and authority to execute this Agreement without the joinder of any other person or entity.

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

4. As of February 1, 1989 (the "Modification Date"), the Note is modified as follows:

(a) Notwithstanding anything to the contrary stated in the Note, commencing with the monthly payment of interest which is due and payable on February 1, 1989 through and including the monthly interest payment which is due and payable on December 31, 1991 (the "Modification Term"), "Stated Interest" (as defined in the Note) shall be calculated at the rate of ten percent (10%) per annum. Upon termination of the Modification Term, the rate of Stated Interest shall be calculated, and Stated Interest shall be paid on the dates as set forth in the Note. During the Modification Term, a portion of the Stated Interest due and payable under the Note as modified hereinabove shall be deferred as hereafter set forth. During the Modification Term, Borrower shall pay Stated Interest on the outstanding Principal Amount (as that term is defined in the Note) on the tenth (10th) day of each month in arrears in an amount (the "Pay Rate") equal to an amount calculated by multiplying the Principal Amount by the applicable rates of interest hereinafter set forth: (i) six percent (6%) per annum from and including February 1, 1989 through and including December 31, 1989; (ii) seven percent (7%) per annum from and including January 1, 1990 through and including December 31, 1990; and (iii) eight percent (8%) per annum from and including January 1, 1991 through and including December 31, 1991.

(b) The difference between the actual monthly Stated Interest due under the Note as modified by this Agreement and the monthly Pay Rate due and payable pursuant to the provisions of this Agreement, shall be added to the Principal Amount each month during the Modification Term and shall bear interest at the Stated Interest rate set forth under this Agreement (the deferred amount together with accrued interest thereon shall hereinafter be referred to as the "Deferred Amount"). The Deferred Amount shall be due and payable monthly out of "Adjusted Cash Flow" (as defined in the Note), as hereinafter set forth and the outstanding balance thereof shall be due and payable on April 1, 1999 unless the Note becomes due and payable sooner because of acceleration, prepayment or otherwise in which case the Deferred Amount shall be due and payable in full concurrently with such acceleration or prepayment. The Deferred Amount may be prepaid by Borrower, in whole or in part, at any time without prepayment penalty or premium.

(c) Except for the Deferred Amount, Borrower shall pay to Lender all of Borrower's liabilities and obligations under the Loan Documents, as and when due.

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(d) Notwithstanding anything contained in the Loan Documents to the contrary, during the Modification Term, for purposes of calculating Adjusted Cash Flow, the management fee to be paid to Durham and Associates, who is presently the managing agent of the Property, or to any other managing agent of the Property approved by Lender, shall not exceed three percent (3%) of "Gross Receipts" (as that term is defined in the Note), payable monthly. Lender and Borrower hereby acknowledge that for purposes of calculating Adjusted Cash Flow, the Stated Interest due and payable under the Note at the Pay Rate as provided herein shall be paid from Gross Receipts.

(e) Notwithstanding anything to the contrary in the Note, during the Modification Term, all Adjusted Cash Flow for the immediately preceding month shall be paid by Borrower to Lender on or before the tenth (10th) day of each calendar month. Provided no default, Default, or Event of Default then exists under the Note or any of the other Loan Documents and Borrower complies with all of its obligations under this Agreement, all payments of Adjusted Cash Flow received by Lender shall be applied each month as follows: (i) first, to all fees and expenses incurred by Lender or payable to Lender pursuant to the Loan Documents; (ii) second, to the payment of any accrued and unpaid Deferred Interest, including interest thereon; and (iii) third, to pay "Adjusted Gross Income Interest" (as defined under the Note) due and payable under the Note which shall be equal to fifty percent (50%) of the Adjusted Cash Flow after the payment of items (i) and (ii) as aforesaid. Any sums remaining after the application of items (i), (ii) and (iii) as aforesaid shall be paid to Borrower. In the event that the Adjusted Cash Flow is insufficient to make the monthly payments of Stated Interest required pursuant to the Note as modified hereby, Borrower shall pay such deficiency with its own funds. On or before the fifteenth (15th) day of each calendar month, Borrower shall submit to Lender monthly statements (the "Monthly Statement") of Adjusted Cash Flow for the immediately preceding month which shall include a statement of actual income and cash disbursements for the immediately preceding calendar month, certified in writing as true and correct by a financial officer of Borrower acceptable to Lender. In the event the Adjusted Cash Flow shown in any Monthly Statement exceeds the payment of Adjusted Cash Flow made by Borrower to Lender on the date said payment is to be made, Borrower shall pay to Lender said excess amount of Adjusted Cash Flow, which payment shall accompany the delivery of the Monthly Statement. Borrower's failure to deliver Monthly Statements on or before the date provided herein shall constitute an Event of Default under the Note and the other Loan Documents.

(f) Paragraph 1(c) of the Note shall be deleted in its entirety and the following shall be substituted in its place and stead:

"This Note shall bear Accrual Interest at the rate of \$7,875.00 per month during the term hereof. Accrual Interest shall never be less than zero. Accrual Interest shall be due and payable, to the extent accrued, at each Sale and on the Maturity Date. Accrual interest shall not bear interest. Nothing in this

paragraph shall be construed as reducing or deferring the payment of any amount of Sale Interest or Appraised Value Interest."

(g) Paragraph 1(d) of the Note shall be deleted in its entirety and the following shall be substituted in its place and stead:

"This Note shall bear Accumulated Interest at the rate of \$23,611.00 per month, which amount shall accrue each and every month during the first thirty-six (36) months of the term hereof, and which shall be paid upon a Sale or at the Maturity Date. In the event of any required prepayment from Cost Savings, Borrower shall pay Lender, as additional Accumulated Interest, an amount equal to fifty percent (50%) of the amount of Cost Savings made as a prepayment, at the time such prepayment is made.)"

(h) The term "Other Agreements," as defined in Paragraph 2 of the Note is expressly understood to include this Agreement and any and all other agreements, instruments and documents heretofore, concurrently herewith and/or from time to time hereafter executed and delivered by, from, or for Borrower to Lender in connection with the transaction contemplated specifically by this Agreement.

5. As of the Modification Date, the Mortgage is hereby modified as follows:

(a) The term "Borrower's Liabilities" (as that term is defined in Paragraph 1.1 of the Mortgage) shall include, in addition to those liabilities and obligations already set forth in the Mortgage, the payment of the Deferred Amount and all monies, including, but not limited to, the payment, when due or declared due, of the principal sum thereof and interest thereon, now and/or hereafter owed or to become owing by Borrower to Lender under and/or pursuant to the terms and provisions of this Agreement. All references in any of the Loan Documents to the term "Borrower's Liabilities" shall be deemed to be to such term as modified herein.

(b) The portion of Paragraph 7.1 pertaining to notice to Lender shall be amended to read as follows:

To Lender:

Balcor Pension Investors VI
c/o Balcor Mortgage Advisors, Inc.
4849 Golf Road
Skokie, Illinois 60077
Attention: Robert C. Fliss

with a copy to:

Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606-3693
Attention: Vincent A.F. Sergi, Esq.

6. As of the Modification Date, the other Loan Documents are modified as follows:

(a) All references to the Note are hereby understood to be to the Note as modified by this Agreement.

(b) All references to the Mortgage are hereby understood to be to the Mortgage as modified by this Agreement.

(c) In the event of any conflict among the terms of the Mortgage, the Assignment of Rents, and the other Loan Documents, and the Note as modified by this Agreement, the terms of the Note as modified by this Agreement shall control. All terms and provisions of the Mortgage, the Assignment of Rents 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. Borrower hereby covenants with and warrants and represents to Lender that (i) neither Borrower nor to the best of Borrower's knowledge, any other person has ever caused, authorized or permitted any "Hazardous Material" (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Property or any part thereof or into the atmosphere or any watercourse, body of water or wetlands, or any other real property legally or beneficially owned (or any interest or estate in which is owned) by Borrower (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by Borrower), and (ii) neither the Property nor any part thereof, nor any other real property legally or beneficially owned (or any interest or estate in which is owned) by Borrower (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by Borrower) has ever been used by Borrower as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material.

In the event Borrower fails to comply with the requirements of any applicable "Statutes" (as hereinafter defined), Lender may at its election, but without the obligation so to do, give such notices or cause such work to be performed at, to or upon the Property or take any and all other actions as Lender deems necessary, as shall cure said failure of compliance, and any amounts paid by Lender as a direct or indirect result thereof (including, without limitation, court costs and attorneys' fees), together with interest thereon from the date of payment at the default rate of interest set forth in the Note, shall be immediately due and payable by Borrower to Lender, and until paid shall be added to and become a part of "Borrower's Liabilities" (as defined in the Mortgage); or Lender, by the payment of any assessment, claim or charge, may, if it sees fit, be thereby subrogated to the rights of the federal, state or local governmental entity or agency otherwise entitled to such rights under the applicable Statutes; but no such advance shall be deemed to relieve Borrower from any default hereunder or impair any right or remedy consequent thereon.

Borrower hereby agrees to defend, indemnify and hold harmless Lender from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind

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whatsoever (including, without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against, Lender for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Property into or upon the land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material resulting directly or indirectly from any act or omission of Borrower or its employees, representatives or agents (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Statutes); and the provisions of and undertakings and indemnification set out in this sentence shall survive the satisfaction and release of the Mortgage and the payment and satisfaction of Borrower's Liabilities, and shall continue to be the personal liability, obligation and indemnification of the Borrower, binding upon the Borrower, forever. The provisions of the preceding sentence shall govern and control with respect to the matters described in this Paragraph 7 over any inconsistent provision of the Note, the Mortgage, and any of the Loan Documents, including, without limitation, any exculpatory or non-recourse provision contained in or any of the foregoing agreements. For purposes of this Agreement, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, the "Statutes"), or any other hazardous, toxic or dangerous waste, substance or material.

8. Notwithstanding anything contained to the contrary in the Loan Documents, at the request of Lender, Borrower, at Borrower's expense, shall furnish or cause to be furnished to Lender within ten (10) days after Lender's request therefor, policies of insurance on the Property as follows:

(a) Insurance against loss or damage to Property by fire, lightning or malicious mischief, and such hazards as are now or hereafter included in "All Risk" coverage and against such other insurable practices which are insured for property of like kind and character as the Property. The amounts of such insurance shall be equal to one hundred percent (100%) of the full replacement cost of the improvements located on the Property, without deduction for depreciation, but in no event shall the amount of such insurance be less than \$9,450,000.00, with one hundred percent (100%) co-insurance. Such policies of insurance shall contain a Replacement Cost Endorsement, an Inflation Guard Endorsement, an Agreed Amount Endorsement, and such other endorsements as are required by Lender;

(b) One hundred percent (100%) rent or business interruption insurance in an amount equal to not less than one (1) year's rent from the Property without co-insurance;

(c) Flood insurance in the maximum amount available to Borrower under the applicable National Flood Insurance guidelines as to such portions of the Property situated in an area now or subsequently designated as having special flood and/or mudslide hazards;

(d) Earthquake insurance as available if the Property is now situated in or subsequently designated as in a seismographic earthquake zone;

(e) Boiler and machinery insurance to one hundred percent (100%) replacement cost for boilers, turbines, electrical machinery, and miscellaneous equipment;

(f) At least \$2,000,000.00 per occurrence of comprehensive general liability insurance on an occurrence form. This requirement may be met in combination with an umbrella policy with the permission of the Lender;

(g) Other insurance as Lender may reasonably require.

9. Notwithstanding anything to the contrary which may be contained herein or in the Loan Documents, Borrower shall not be personally liable by reason of any default under the Loan Documents or this Agreement (except that after a monetary default or after acceleration of the indebtedness evidenced by the Note, Borrower shall be personally liable for the indebtedness evidenced by the Note to the extent of all gross income from the Property after Lender declares such a monetary default, or so accelerates the Note, which is not applied in payment of the sums evidenced by the Note or expended in connection with the operation of the Property in the ordinary course of business), and Lender agrees to look solely to the Property and to any other collateral heretofore, now or hereafter pledged to secure the Note by Borrower or any other party for the payment of the sums evidenced by the Note; provided, however, that nothing contained in the Loan Documents or in this paragraph shall (i) limit or be construed to limit or impair the enforcement against the Property, and/or any other security so mortgaged and/or pledged of any of the rights and remedies of Lender under the Note, the Mortgage, the Loan Documents or this Agreement, or (ii) release Borrower from any personal liability arising from fraud or breach of trust from misapplication of trust funds (such as insurance proceeds or condemnation awards) which may come into the possession of Borrower, or (iii) release Borrower from any personal liability arising from a breach of any covenant or warranty set forth in any of the Mortgage, the other Loan Documents or this Agreement pertaining to hazardous waste, or limit or be construed to limit the enforceability of any indemnification set forth in the Mortgage, the other Loan Documents or this Agreement with respect to hazardous waste or (iv) release Borrower from any liability for payment of attorneys' fees and legal expenses incurred by Lender in the enforcement of any of the terms and provisions of clauses (i), (ii) or (iii) above or this clause (iv) or arising out of any other circumstance which might result in personal liability of Borrower. This paragraph shall supersede and replace any other non-recourse provisions in any of the Loan Documents.

10. Lender and Borrower hereby understand and acknowledge that Lender is not advancing to Borrower any new monies under this Agreement, the Note or any of the other Loan Documents.

11. Borrower hereby acknowledges that (i) as of the date hereof, Borrower has no 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 which it may have had or has on and as of the date hereof; and (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. Borrower hereby reaffirms each and every covenant, condition, obligation and provision set forth in the Loan Documents, as modified hereby.

12. Borrower hereby ratifies and affirms the Illinois choice of law provisions contained in the Loan Documents and acknowledges that the Loan Documents shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois, except to the extent that it is mandatory that the laws of the State of Alabama apply to the creation, priority, perfection and maintenance of the lien and security interest of Lender thereunder or to proceedings taken for the enforcement of the rights of Lender thereunder.

13. Borrower hereby acknowledges and agrees that a breach by Borrower of any term, provision, covenant or condition set forth herein or required herein of Borrower to be kept or performed which is not kept or performed within the time period or within any applicable grace or cure period herein or therein contained shall constitute a Default under the Note and an Event of Default under the Mortgage. Notwithstanding any provision of this Agreement to the contrary, upon the occurrence of a default under this Agreement or a Default or an Event of Default under the Loan Documents which is not cured within any applicable cure period therefor, the original terms and conditions of the Note, the Mortgage and the other Loan Documents, including, without limitation, all rights and remedies of Lender thereunder, shall be reinstated and this Agreement and the modifications contained herein shall be null and void and of no force and effect.

14. Concurrently with the execution of this Agreement, Borrower shall deliver to Lender (i) a certificate executed by the general partners of Borrower stating that the Certificate of Limited Partnership and the Limited Partnership Agreement of Borrower previously delivered by Borrower to Lender at the closing of the Loan have not been terminated, rescinded, amended or modified in any way since said previous delivery to Lender, and remain in full force and effect, and (ii) certified copies of the consent of the general partners of Borrower authorizing the modification transaction contemplated hereunder.

15. Concurrently with the execution of this Agreement, Borrower shall deliver to Lender an opinion of Borrower's Counsel (the "Opinion of Counsel") in form and substance satisfactory to Lender in its sole discretion indicating, among other things, that this Agreement, and any and all other documents executed in connection with the transactions contemplated by this Agreement, and the Loan Documents as modified by this Agreement are valid, binding and enforceable in accordance with their terms and conditions.

16. Concurrently with the execution of this Agreement, Borrower shall pay or cause to be paid to Lender in immediately available funds all fees and expenses of Lender relating to the

Loan, this Agreement and the transactions contemplated herein, including without limitation, fees and expenses of Lender's counsel, court costs, recording charges, escrow charges, title charges and related expenses.

17. A waiver by Lender of certain late fees and its right to declare the occurrence of a Default or an Event of Default shall not be deemed to constitute a waiver or limitation or restriction on Lender's ability in the future to declare a Default or an Event of Default or to pursue any other right or remedy provided under the Loan Documents as modified hereby.

18. This Agreement shall be of no force or effect until:

(a) Chicago Title Insurance Company is prepared to issue a Date Down Endorsement in form and content acceptable to Lender to its Mortgagee Policy No. 01 0002 02 053666 (File No. 4158G), dated April 8, 1987 (the "Policy"), indicating that there are no new or unpermitted exceptions to title except as set forth in the Policy as of its original date of issuance or as subsequently consented to by Lender, and a Modification Endorsement in form and content acceptable to Lender, insuring the priority of the lien of the Mortgage as modified by this Agreement;

(b) Chicago Title Insurance Company is prepared to issue an Interest on Interest Endorsement and a Usury Endorsement to the Policy, each in form and content acceptable to Lender;

(c) a fully executed, original counterpart of this Agreement is recorded in the Records;

(d) Lender has received the Opinion of Counsel;

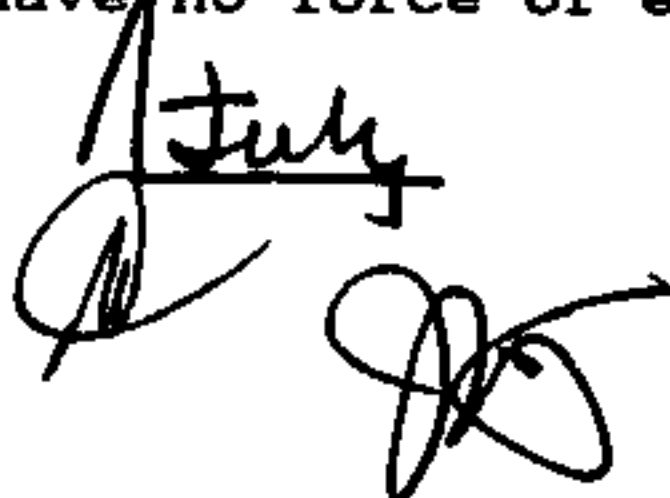
(e) Payment by Borrower to Lender in immediately available funds of the fees and expenses described in Paragraph 16 hereinabove;

(f) Borrower has provided Lender with each and every document and item to be provided by Borrower pursuant to the terms hereof and Borrower has fulfilled every other condition precedent set forth herein.

At Lender's sole option, Lender may waive one or more of the foregoing conditions precedent to the effectiveness of this Agreement. Upon satisfaction of said conditions precedent as aforesaid, Lender will deliver to Borrower a written statement acknowledging said satisfaction.

19. Borrower hereby agrees to execute and deliver promptly to Lender, at Lender's request, such other documents as Lender, in its sole and absolute discretion, shall deem necessary or appropriate to evidence the transactions contemplated herein and/or to perfect or otherwise secure Lender's interest in the Property and the improvements located thereon.

20. Time is of the essence of this Agreement. Unless this Agreement is executed and delivered by Borrower to Lender on or before ~~May~~ 31, 1989, this Agreement shall become null and void and shall have no force or effect.

July


21. This Agreement shall be governed and construed under the laws of the State of Illinois.

22. Except as otherwise set forth herein to the contrary, the Loan Documents remain unmodified and continue in full force and effect. 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.

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.

DJ-II INVESTMENTS, LTD., an Alabama Limited Partnership

By: 

Ronald O. Durham, its general partner

By: 

John R. Johnston, its general partner

BALCOR PENSION INVESTORS VI, an Illinois limited partnership

By: BALCOR MORTGAGE ADVISORS VI, an Illinois general partnership, its general partner

By: BALCOR MORTGAGE ADVISORS V, INC., an Illinois corporation, general partner of Balcor Mortgage Advisors VI

By: 

Its: Authorized Representative

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STATE OF Alabama)
COUNTY OF Jefferson) SS

I, Richard H. Cozzini, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Ronald O. Durham and John R. Johnston personally known to me to be the general partners of DJ-II Investments, Ltd., an Alabama 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 the said instrument and executed the same as their free and voluntary act and as the free and voluntary act of said limited partnership.

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GIVEN under my hand an Notarial Seal this 31st day of July, 1989.

Richard H. Cozzini
Notary Public

BOOK My Commission Expires:
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: SEPT. 18, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Shirley H. Kovalik, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Mary E. Santy personally known to me to be an authorized representative of Balcor Mortgage Advisors V, Inc., an Illinois corporation, the general partner of Balcor Mortgage Advisors VI, an Illinois general partnership, the general partner of Balcor Pension Investors VI, an Illinois 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 1st day of August, 1989.

" OFFICIAL SEAL "
SHIRLEY H. KOVALIK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/10/93

Shirley H. Kovalik
Notary Public

My Commission Expires:

EXHIBIT A TO MODIFICATION OF
SECURED PROMISSORY NOTE, FIRST MORTGAGE AND
SECURITY AGREEMENT AND RELATED DOCUMENTS AGREEMENT
DATED AS OF FEBRUARY 1, 1989, BY AND BETWEEN
DJ-II INVESTMENTS, LTD.
AND
BALCOR PENSION INVESTORS VI

LEGAL DESCRIPTION

Lot 2, according to the Survey of Shoal Run as recorded in Map
Book 9, Page 130 in the Probate Office of Shelby County, Alabama.

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JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg. Tax		—
3. Recording Fee		30.00
4. Indexing Fee		3.00
<i>cert</i>		7.00
TOTAL		34.00