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Cook County Recorder 31.50



00565537

**FIRST AMENDMENT TO MORTGAGE  
AND SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

("Amendment") is made as of June 28, 2000, by and between LaSalle Bank National Association, as Successor Trustee to Exchange National Bank of Chicago, not personally, but solely as Trustee under a certain Trust Agreement dated January 15, 1979, and known as Trust No. 10-34881-09 (the "Mortgagor"), and Cole Taylor Bank, an Illinois banking corporation ("Mortgagee").

**RECITALS**

WHEREAS, Briskin Manufacturing Company, an Illinois corporation (the "Company") requested that The Industrial Development Board of Wilson County, Tennessee (the "Issuer"), issue \$6,500,000 aggregate principal amount of the Issuer's Industrial Development Revenue Bonds, Series 1999 (Briskin Manufacturing Company Project) (the "Bonds") pursuant to an Indenture of Trust dated as of July 1, 1999, between the Issuer and Cole Taylor Bank, an Illinois banking corporation, as trustee, and that the Issuer loan the proceeds from the sale of the Bonds to the Company pursuant to a Loan Agreement dated as of July 1, 1999, by and among the Issuer, Briskin-Kaplan Investments, Ltd and the Company, in order to finance the acquisition, construction and installation of land, improvements to land and equipment for use by the Company in its business (the "Project"); and

This instrument prepared by and return to  
Martin W. Salzman  
Schwartz, Cooper, Greenberger and Krauss  
180 N. LaSalle St.  
Chicago, Illinois 60601  
Box 341

Permanent Index Number:  
19-08-202-003  
19-08-402-019  
19-08-402-020  
Common Address:  
5800 W. 51st. Street  
Chicago, Illinois 60638

WHEREAS, to secure the timely payment of principal of and interest on the Bonds, Briskin requested that the Mortgagee cause LaSalle Bank National Association to issue an irrevocable, transferable direct pay letter of credit in an amount not exceeding \$6,596,165 (the "Letter of Credit"), such Letter of Credit to be issued under and pursuant to the provisions of a Reimbursement Agreement dated as of July 1, 1999 (the "Reimbursement Agreement"), by and among Briskin and the Mortgagee;

WHEREAS, to secure the repayment of the obligations under the Reimbursement Agreement, Mortgagor executed a Mortgage dated as of July 1, 1999, which Mortgage was recorded with the Cook County Recorder of Deeds on July 30, 1999, as Document Number 99729715; and

WHEREAS, Cole Taylor Bank and the Company desire to enter into an Amended and Restated Loan and Security Agreement, whereby Cole Taylor Bank has agreed to make a Revolving Loan to Company in an amount not to exceed \$4,500,000 and a Term Loan in the amount of \$2,786,985.27. The Revolving Loan is evidenced by a certain Revolving Note dated even date herewith and the Term Loan is evidence by a certain Term Note dated even date herewith; and

WHEREAS, Mortgagor is the landlord of Briskin, has a direct financial interest in the success of Briskin and desires to provide additional credit enhancement by amending the Mortgage to provide for additional collateral security for the Revolving Note and the Term Note;

**NOW, THEREFORE**, in order to induce Lender to enter into the Amended and Restated Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby agrees as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof.
2. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Mortgage or in the Amended Loan and Security Agreement.
3. **Additional Security.** To secure all obligations of the Company to the Mortgagee evidenced by the Amended and Restated Loan Agreement, the Revolving Note and the Term Note (and any modifications and amendments thereto), Mortgagor hereby grants, bargains, sells, conveys and mortgages to the Mortgagee and its successors and assigns forever, under and subject to the terms and conditions set forth in the Mortgage, all of the Mortgagor's right, title and interest in and to the real property located in the County of Cook and State of Illinois, described in Exhibit A attached hereto and by this reference incorporated herein, including all improvements now and hereafter located thereon.

4. **Amendment Binding.** This Amendment shall be binding on the Mortgagor and its heirs, legatees, successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns.

5. **Trustee Exculpation.** This Amendment is executed by LaSalle Bank National Association, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Amendment shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Amendment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Amendment; provided, however, that the foregoing exculpation of the Trustee shall not impair or otherwise affect any of Lender's rights or remedies against the assets held by Beneficiary or other collateral now or hereafter pledged to Lender as security for the obligations of the Trust or Beneficiary, or against Beneficiary, the Guarantors or any other person or entity liable for the obligations of the Trust or Beneficiary.

IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

LASALLE BANK NATIONAL ASSOCIATION, as Trustee as aforesaid

By: Randy Collins  
Its: VICE PRESIDENT

Attested  
By: George C. Lucente  
Its: \_\_\_\_\_

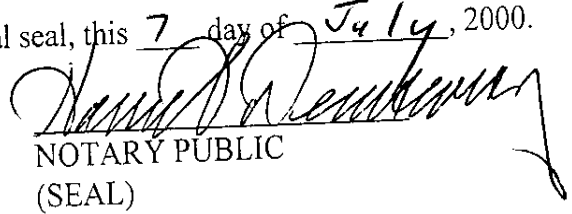


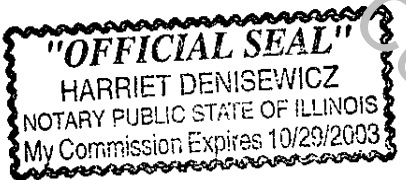
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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Harriet <sup>Denisewicz</sup>, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROSEMARY COLLINS and Georgeann C. Losurdo, the VICE PRESIDENT and the VICE PRESIDENT of LaSalle Bank National Association, as Trustee, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and VICE PRESIDENT, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7 day of July, 2000.

  
NOTARY PUBLIC  
(SEAL)



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EXHIBIT ALEGAL DESCRIPTION OF PROPERTY

## Parcel 1:

The north 486.31 feet of the South 526.31 feet of the West 230.29 feet of the East 255.29 feet of the part of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, lying West of a line drawn at right angles to the South line of the Northeast  $\frac{1}{4}$  of said section at the Southeast corner of the Southwest  $\frac{1}{4}$  of said Northeast  $\frac{1}{4}$  of Section 8, also a triangular parcel of land in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8 aforesaid described by beginning at a point on above described tract which is 17 feet East of the Northwest corner thereof, thence North parallel with the West line of above described tract extended a distance of 170 feet thence Southeasterly in a straight line to a point on North line of above described tract 34 feet East of the Northwest corner thereof, thence West 17 feet to place of beginning in Cook County, Illinois.

## Parcel 2:

That part of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, described as beginning at a point 536.31 feet North of the South line of said quarter quarter section and which lies on a line drawn at right angles to the South line of said quarter quarter section, and passes through a point on said line, said point being 25 feet West of the Southeast corner of said quarter quarter section, thence continued North on said right angle line, 300 feet to the North line of the South 826.31 feet of said quarter quarter section, thence West along said line 209.56 feet thence Northwesterly 27.29 feet to a point which is 212.29 feet West of a line drawn at right angles to the South line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  above described and which is also 853.60 feet North of the South line of quarter quarter section, the Southerly 40.01 feet to a point 313.29 feet West of a line heretofore described as drawn at right angles to the South line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, said point being 813.60 feet North of the South line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , thence South along a line which is 213.29 feet West of and parallel with the aforesaid line described as drawn at right angles to the South line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, a distance of 117.20 feet the Southeasterly 170.05 feet to a point on the North line of the South 526.31 feet of said quarter quarter section which 196.29 feet West of the line drawn at right angles to the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8 as heretofore described, thence East along the North line of the aforesaid South 526.31 feet, a distance of 196.29 feet to the place of beginning in Cook County, Illinois.

## Parcel 3:

That part of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, rounded and described as follows:

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Beginning at a point on the South line of said quarter quarter section which is 255.29 feet West of the Southeast corner thereof, thence North at right angles to the South of said quarter quarter Section 772.31 feet thence Southwesterly in a straight line to a point on the North line of the South 526.31 feet of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 8 which is 25 feet West of the last described line, thence West parallel with the South line of said quarter quarter section, 132 feet, thence South at right angles to the North line of the South 526.31 feet aforesaid to the South line of said quarter quarter section, thence East 157 feet to the place of beginning except the South 40 feet of said described tract reserved as a private street, in Cook County, Illinois.

Common Address: 5800 W. 51<sup>st</sup> Street, Chicago, IL 60638  
PIN: 19-08-202-003 19-08-202-019 19-08-202-020

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