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Cook County Recorder

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For recorders' use only

### MCDIFICATION TO MORTGAGE AND NOTE

This Modification to Mort age and Note (the "Modification") is made this 15th day of September, 2000 between Sharlen Electric Company (hereafter referred to as "Mortgagor"), and Advance Bank f/k/a South Chicago Bank (hereafter referred to as "(Mortgagee").

### WITNESSZTH:

WHEREAS, Mortgagor and Mortgagee have entered into a Commercial Mortgage (the "Mortgage") dated June 18, 1998, said Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 9, 1998 as Document No. 98591633 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of a Commercial Promissory Note dated June 18, 1998 (the "Note"); and

WHEREAS, Mortgagor and Mortgagee desire to enter into a Modification To Mortgage and Note for the purpose of modification of the terms of the original agreement between the Mortgagor and Mortgagee, and

WHEREAS, Mortgagor and Mortgagee have agreed to enter into this Modification to

Mortgage and Note Agreement for consideration the receipt and sufficiency of which are hereby
acknowledged;

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NOW THEREFORE, Mortgagor, Mortgagee hereby agree that the Mortgage and Note are amended, modified, or supplemented as follows:

- 1. Modification of Principal Balance. Mortgagor and Mortgagee hereby agree that the principal balance due Mortgagee by Mortgagor shall be decreased to \$5,000,000.00 from \$10,000,000.00 and the "new" Principal Balance on the Mortgage Note and Mortgage shall therefore be \$5,000,000.00.
- 2. Extension of Maturity Date. Mortgagor and Mortgagee hereby agree that the date by which principal, interest and other charges due to Mortgagee by Mortgagor shall be extended to April 30, 2002 from June 17, 2001 And the "new" Maturity Date on the Mortgage Note and Mortgage shall therefore by April 30, 2002.
- 3. Reaffirmation. Mortgago hereby ratifies and confirms their liabilities and obligations under the Mortgage, Note, Assign nent of Rents, and Security Agreement (hereinafter sometimes referred to as "Loan Documents") and the items and security interest created thereby, and acknowledge that they have no defenses, claims or set offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor under the said documents as modified by this document.

Mortgagor further represents to Mortgagee that no default or event, or condition which could become a default with the giving of notice or passage of time, or both, exists under the Mortgage, Note, or other Loan Documents as amended by this Modification.

Mortgagor further represents to Mortgagee that there is not any condition, event of circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims, or demands pending or threatened affecting Mortgagor, or the Real Estate or any lien recorded against the Real Estate since the recording of the Mortgage as

detailed herein.

- 4. Costs. Mortgagor shall be responsible for all title and recording costs, legal costs, and all other fees and charges associated with the preparation and implementation of this Modification, including a title policy endorsement covering the recordation of this Modification.
- 5. Binding on Successors. This Modification shall be binding on Mortgagor and its respective beirs, legalees, legal representatives, successors and permitted assigns, and shall insure to the benefit of Mortgagee, its successors and assigns.
- 6. Original Agreement Binding. Except as provided herein, the Mortgage, Note and all other Loan Documents shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, the Mortgager and Mortgagee has caused this Modification to be executed at the place and on the day and year as written above.

Mortgagee:	Mortgagor(s):
ADVANCE BANK	SHARLEN FLECTRIC COMPANY
f/k/a SOUTH CHICAGO BANK	Shown Cullen
_ Cle \(\lambda\).	Sharon Cullen, President
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#### **EXHIBIT A - LEGAL DESCRIPTION**

LOTS 38, 39, 40, 41, 42, 43, 44, 45, AND 46, (EXCEPT THE EAST 12 FEET OF EACH LOT) IN BLOCK 68 IN THE SUBDIVSION BETWEEN CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PARTS OF SECTION 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY. ILLINOIS.

Permanent Index No.: 26-06-405-100-0000

Property Address:

S: Solution Of Cook Colling Clark's Office

modmortnte.wpd

STATE OF ILLINOIS)	00755255
COUNTY OF Cork) S.S.	
I, Maure Broken, a State aforesaid, do hereby certify that me to be the same person whose name is subscribed me this day in person, and acknowledged that he sign as his free and voluntary act, for the uses and purpo Given under my hand and official seal this _	I to the foregoing instrument, appeared before gned, sealed and delivered the said instrument ses therein set forth.
	Maureet Bryano
Q <sub>CX</sub>	Notary Public
Openty Ox Coop Co	OFFICIAL SEAL  MAUREEN BUFANO  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 0503/02
	This Clark's Office

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) S.S.	
OUNTY OF COOK )	
I,	at ee or id as
Notary Public	
"OFFICIAL SEAL" LEONA DEVON NOTARY PUBLIC, STATE OF ILLINOIS WY COMMISSION EXPIRES JUNE 16, 2002	