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2000-11-08 10:40:51
Cook County Recorder 31.50

Peter M. Guenzer Bank of Lincolnwood 4433 West Touhy Ave.

Lincolnwood, IL 60646

This document was prepared

by and after filing return to:

COOK COUNTY

RECORDER

EUGENE "GENE" MOORE

SKOKIE OFFICE



TE IRD MODIFICATION AND EXTENSION AGREEMENT

Agreement made and entered into as of the 30th day of March, 1999, between TRIM-TEX, INC. an Illinois corporation ("Borrower") and BANK OF LINCOLNWOOD (the "Bank").

WITNESSETH:

WHEREAS, Borrower and the Baik have entered into that certain Credit Agreement dated September 30, 1996, and the Related Documents (as defined in the Credit Agreement) pursuant to which the Bank loaned \$1,000,000.00 to the Borrower; and

WHEREAS, to evidence said loan, the Borrove, executed and delivered to the Bank that certain Revolving Business Loan Note in the original principal amount of \$1,000,000.00, dated September 30, 1996, (hereinafter referred to as the 'Note") together with the Related Documents; and

WHEREAS, Borrower, in order to induce the Bank to loan \$1,000,000.00 to Borrower, and to secure the payment and performance of all of Borrower's obligations to the Bank whether then existing or thereinafter incurred, including, but not finited to, the obligations under the Note, executed and delivered to the Bank that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated September 30, 1996 (the "Mortgage") covering the real estate commonly known as 3700 W. Pratt Ave., Lincolnwood, IL and legally described on Exhibit A hereto, which Mortgage was recorded with the Cook County Recorder on October 4, 1996, as document number 96758905; and

WHEREAS. on March 30, 1997, at the request of the Borrower, the Borrower and the Bank entered into that certain Modification and Extension Agreement which was

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recorded with the Cook County Recorder of Deeds on June 23, 1997, as document No. 97448779, and

WHEREAS. on March 30, 1998, at the request of the Borrower, the Borrower and the Bank entered into that certain Modification and Extension Agreement which was recorded with the Cook County Recorder of Deeds on March 26, 1999, as document No. 99292276, and

WHEREAS, the Note matures on March 30, 1999; and

Note, the Mortgage and Related Documents by extending the Maturity Date (as defined in the Note) to March 30, 2000.

NOW, THERLFORE, in consideration of the foregoing, the covenants and conditions herein contained and the initial agreements of the parties hereto, the Borrower and the Bank hereby agree as follows:

- 1. The Maturity Date of the riote is hereby modified and extended to March 30, 2000.
- 2. The last sentence of Section 2 of the Credit Agreement is modified to read as follows: "The Facility shall expire on Marc 1 30, 2000, unless earlier withdrawn or unless extended by the Bank in the Bank's absolute and sole discretion."
- 3. The last sentence of Section 3 of the Credit Agreement is modified to read as follows: "All principal and interest due under the Note, it not sooner paid, shall be due and payable on March 30, 2000, unless extended by the Bank in the Bank's absolute and sole discretion.
- 4. Except as expressly herein provided, all of the terms, provisions representations, warranties and covenants contained in the Credit Agreement, the Note, the Mortgage and the Related Documents shall remain in full force and effect.
- 5. Borrower reaffirms each and every representation, warranty and covenant made in the Credit Agreement, the Note, the Mortgage and the Related Documents as if each was made on the date hereof, and states that it understands that said representations, warranties and covenants were a material inducement to the Bank in connection with its willingness to enter into this Third Modification and Extension Agreement.

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IN WITNESS WHEREOF, the parties have executed and delivered this Third Modification and Extension Agreement as of the date first written above.

BANK OF LINCOLNWOOD

TRIM-TEX, INC

Its:

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EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, **BOUNDED AND DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT ON THE NORTH LINE OF PRATT AVENUE, DISTANT 50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY) AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECT ON 35; THENCE NORTHEASTERLY PARALLEL WITH SAID ORIGINAL CENTER LINE DETWEEN MAIN TRACKS A DISTANCE OF 280 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 20 FEET, MORE OR LESS, TO A POINT DISTANT 22.5 FEET NORTHWESTERLY, MEAGURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST NORTHWESTERLY OR WEST-BOUND MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS SAID MAIN TRACK IS NOW LOCATED: THENCE SCUTHWESTERLY PARALLEL WITH SAID LAST DESCRIBED MAIN TRACK CENTER LINE A DISTANCE OF 272 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID PRATT AVENUE; THENCE WESTERLY ALONG SAID NORTH LINE OF PRAID AVENUE A DISTANCE OF 22 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, Clarks ILLINOIS.

TAX I.D. #: 10-35-134-016

Common Address: 3700 W. Pratt Ave., Lincolnwood, IL

PARCEL 2:

LOTS 1 AND 4 IN REINBERG'S PRATT AVENUE SUBDIVISION IN THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 160 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #: 10-35-134-005

Common Address: 3700 W. Pratt Ave., Lincolnwood, IL

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PARCEL 3:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, IN GEORGE RINBERG'S PRATT AVENUE SUBDIVISION. SAID CORNER BEING ON THE NORTH LINE OF PRATT AVENUE AND ALSO BEING DISTANT 50.00 FEET NORTHWESTERLY. MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE BETWEEN THE TWO MAIN TRACKS OF THE JUNCTION RAILWAY COMPANY (NOW THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY) AS SAID CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED: THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND PARALLEL TO SAID ORIGINAL CENTER LINE A DISTANCE OF 280.00 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 20.00 FEET, MORE OR LESS, TO A POINT DISTANT 22.50 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MOST NORTHWESTERLY OR WEST-BOUND MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY AS SAID TRACK WAS FORMERLY LOCATED, SAID POINT ALSO BEING 23.43 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE PRESENT MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, SAID POINT BEING THE POINT OF BEGINNING: THENCE SOUTHWESTERLY PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE CENTER LINE OF SAID PRESENT MAIN TRACK A DISTANCE OF 271.21 FEET TO A POINT ON THE NORTH LINE OF PRATT AVENUE; THENCE EASTERLY ALONG THE NORTH LINE OF PRATT AVENUE, A DISTANCE OF 14.61 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID PRESENT MAIN TRACK; THENCE NORTHEASTERLY PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE CENTER LINE OF SAID PRESENT MAIN TRACK A DISTANCE OF 265.45 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID PRESENT MAIN TRACK THROUGH THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE A DISTANCE OF 13.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX I.D. #: 10-35-134-017

Common Address: 3700 W. Pratt Ave., Lincolnwood, IL

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

I, Jerry G. McGovern, a Notary Public in and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this May day of April, 1999, personally appeared before me Joseph Koenig, Jr, the President of Trim-Tex, Inc., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President of Trim-Tex, Inc. and that he signed and delivered the same in behalf of Trim-Tex, Inc. with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above 0x Co04 written.

My commission expires:

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

I, Jerry G. McGovern, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on his day of April, 1999, personally appeared before me Peter M. Guenzer the Vice President of Bank of Lincolnwood, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Vice President of Bank of Lincolnwood and that he signed and delivered the same in behalf of Bank of Lincolnwood with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

My commission expires: