

**MORTGAGE MODIFICATION AGREEMENT**

This Mortgage Modification Agreement (" Agreement") is made effective as of the 1<sup>st</sup> day of February, 2001 by and among BORNQUIST, INC., a Delaware corporation, and its successors and assigns ("Mortgagor") LASALLE BANK NATIONAL ASSOCIATION ("Mortgagee").



**RECITALS:**

A. The parties entered into a certain Mortgage with Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") dated January 31, 2000 recorded with the Cook County Illinois Recorder under Recording No. 00082307, pursuant to which Mortgagor granted to Mortgagee a mortgage in real property commonly known as 7050 Lehigh Avenue, Chicago, Illinois and legally described in Exhibit A hereto, as security for certain obligations owed by Mortgagor to Mortgagee ("Secured Obligations) pursuant to a certain Loan and Security Agreement dated January 31, 2000 between Mortgagor and Mortgagee and another party (the "Loan Agreement")

B. The Mortgagor and Mortgagee have entered into a certain Amendment to Loan and Security Agreement of even date herewith which, among things, amends the Loan Agreement and amends and restates certain of the Secured Obligations and requires the Mortgagor to execute and deliver to Mortgagee this Agreement.

NOW THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

1. Incorporated of Recitals. The above recitals are hereby incorporated and made a part hereof.
2. Capitalized Terms. All capitalized terms used herein and not defined shall have the meanings set forth in the Loan Agreement.
3. Modification of Mortgage. Section 1.2 (a)(i) is hereby amended to read in its entirety as follows:

"(i) Payment of all obligations at any time owing under (A) an Amended and Restated Revolving Line of Credit Note dated February 1, 2001, payable by Mortgagor in the stated principal amount of Five Million and No/100 Dollars (\$5,000,000.00) to the order of Mortgagee, together with interest thereon at a rate or rates which may vary from time to time as specified in said note, (B) a Term Promissory Note bearing even date herewith, payable by Mortgagor in the stated principal amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to the order of Mortgagee, together with interest thereon at a rate or rates which may vary from time to time as specified in said note, and (C) an Amended and Restated Promissory Note Secured By Mortgage dated February 1, 2001, payable by Mortgagor in the stated principal amount of Six Hundred Sixteen Thousand Forty-Four and No/100 Dollars (\$616,044.00) to the order of Mortgagee

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(collectively, the "Notes"); and"

4. Remainder Unaffected. Except as amended herein, the remainder of the Mortgage, as heretofore amended, remains in full force and effect.

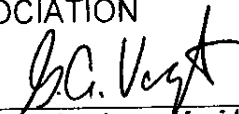
5. Counterparts. This Agreement may be executed in two or more counterparts which, when taken together, shall constitute an original agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment as of the date first above written.

BORNQUIST, INC., a Delaware corporation

By:  \_\_\_\_\_  
Stephen J. Thompson, President

LASALLE BANK NATIONAL ASSOCIATION

By:  \_\_\_\_\_  
Name: G. A. Vout  
Title: AVP

PROPERTY OF Cook County Clerk's Office

## EXHIBIT A

## THE LAND

## PARCEL 1

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID FRACTIONAL SECTION 32 AND THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY; THENCE SOUTH ALONG THE CENTER LINE OF A DITCH (BEING ALSO THE EAST LINE OF WITTBOLD'S INDIAN BOUNDARY PARK NO. 2, A SUBDIVISION) 827.50 FEET; THENCE EAST TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, 885.96 FEET SOUTHEASTERLY (MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE AFORESAID) FROM THE NORTH LINE OF SAID FRACTIONAL SECTION 32; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 885.09 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM SAID PARCEL, THE NORTH 667.50 FEET, AS MEASURED ALONG THE WEST LINE THEREOF; AND THE WEST 60 FEET OF SAID PARCEL, AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 32) IN COOK COUNTY, ILLINOIS ALSO

## PARCEL 2

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY ROBINSON CLAY PRODUCT COMPANY, A CORPORATION OF MAINE, TO MERIC, INCORPORATED, A CORPORATION OF ILLINOIS, DATED MARCH 25, 1960 AND RECORDED APRIL 19, 1960 AS DOCUMENT 17832629, TO CONSTRUCT, MAINTAIN, USE, REPAIR AND REPLACE A DRIVEWAY FOR INGRESS AND EGRESS TO WEST ESTES AVENUE, IN, UPON, OVER AND ACROSS PREMISES DESCRIBED AS FOLLOWS: THE WEST 90 FEET OF THE SOUTH 15 FEET OF THE FOLLOWING DESCRIBED TRACT, TO WIT: THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID FRACTIONAL SECTION 32 AND THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 32 A DISTANCE OF 72 FEET; THENCE SOUTH ALONG THE CENTER LINE OF A DITCH (BEING ALSO THE EAST LINE OF WITTBOLD'S INDIAN BOUNDARY PART NO. 2, A SUBDIVISION) 827.50 FEET; THENCE EAST TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, 885.09 FEET SOUTHEASTERLY (MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE AFORESAID) FROM THE NORTH LINE OF SAID FRACTIONAL SECTION 32; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 885.09 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM SAID PARCEL THE SOUTH 160 FEET, AS MEASURED ALONG THE WEST LINE THEREOF), IN COOK COUNTY, ILLINOIS.

## PARCEL 3

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY ROBINSON

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0010163082 Page 4 of 4

CLAY PRODUCTS COMPANY, A CORPORATION OF MAINE, TO MERIC, INCORPORATED, A CORPORATION OF ILLINOIS, DATED MARCH 25, 1960 AND RECORDED APRIL 19, 1960 AS DOCUMENT 17832629, AS AMENDED BY INSTRUMENT DATED JULY 19, 1960 AND RECORDED JULY 22, 1960 AS DOCUMENT 17915091, FOR THE CONSTRUCTION, MAINTENANCE, USE AND REPAIR AND REPLACEMENT OF A STORM AND SANITARY SEWER OR SEWERS NECESSARY TO SERVICE THE BUILDING OR BUILDINGS NOW OR HEREAFTER LOCATED ON PARCEL 1, ON, OVER, ACROSS AND UNDER THE PREMISES DESCRIBED AS FOLLOWS: THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED TRACT, TO-WIT: THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID FRACTIONAL SECTION 32 AND THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 72 FEET; THENCE SOUTH ALONG THE CENTER LINE OF A DITCH (BEING ALSO THE EAST LINE OF WITTBOLD'S INDIAN BOUNDARY PARK NO. 2, A SUBDIVISION) 827.50 FEET; THENCE EAST TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD 885.09 FEET SOUTHEASTERLY (MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE AFORESAID) FROM THE NORTH LINE OF SAID FRACTIONAL SECTION 32; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 885.09 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM SAID PARCEL THE SOUTH 160 FEET, AS MEASURED ALONG THE WEST LINE THEREOF) TOGETHER WITH THE RIGHT TO CONNECT WITH AND TO USE ANY EXISTING STORM OR SANITARY SEWER PRESENTLY LOCATED IN SAID PREMISES, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 10-32-202-036-0000

Common Address: 7050 Lehigh Avenue  
Chicago, Illinois 60646



*La Salle Bank N.A.  
135 So. La Salle St.  
Chicago, IL 60643*