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Cook County Recorder

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AMENDED MORTGAGE SUBORDINATION AGREEMENT

This AMENDED MORTGAGE SUBORDINATION AGREEMENT (this "Amendment") is executed as of October 16, 2001 by and between LASALLE BANK NATIONAL ASSOCIATION, formerly known as LASALLE NATIONAL BANK, a national banking association ("LaSalle") and HARRIS BANK BATAVIA, a national banking association ("Harris") to amend that Mortgage Subordination Agreement dated May 28, 1996 and recorded June 3, 1996 as document 96417758 in the Cook County Recorder's Office.

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General

WHEREAS, Oberweis Dairy, Inc., an Illinois corporation ("Oberweis"), and LaSalle are parties to a Revolving Credit Agreement, dated as of February 15, 1995 as may be amended or modified from time to time (the "Credit Agreement"), evidenced by a Revolving Credit Note, dated February 15, 1995 (the "Note"); and

WHEREAS, the obligations of Oberweis under the Credit Agreement and the Note are secured by a Mortgage, dated as of February 23, 1995 and recorded in the Recorder of Deeds of Kane County as document number 95126924 (the "LaSalle Mortgage"), to certain premises (the "Premises") in Cook County, Illinois, commonly known as 1735 Algonquin Road, Rolling Meadows, IL 60008 and legally described as follows:

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

PIN: 08-08-403-029-0000

LOT 3 IN M-R LOEWS THEATER COMPLEX SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1991 AS DOCUMENT 91693565, BEING A SUBDIVISION OF PART OF LOT 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 21, 1970 AS DOCUMENT 21092384, ALL IN COOK COUNTY, ILLINOIS: and

WHEREAS, Oberweis has also executed an assignment of Leases, Rents and Profits, recorded February 23, 1995 as document 95126925 (the "Assignment"), and certain financing statements, with respect to the Premises (together with the Mortgage and Assignment, the "Mortgage Documents") in favor of LaSalle: and

WHEREAS, Harris has agreed to extend credit to Oberweis in an amount not to exceed Six Hundred Thirty-three Thousand Seven Hundred Fifty and 00/100 Dollars (\$633,750.00) (the "Loan"), which Loan is to be secured in part by certain liens and a mortgage on the Premises dated May 30, 1996 and recorded as document 96417756 in the Cook County Recorder's Office (the "Harris Mortgage").



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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. LaSalle hereby continues to subordinate all of its right, title and interest in and to the Premises under the Mortgage Documents to the interest conveyed by Oberweis to Harris under the Harris Mortgage described above which now secures the Promissory Note dated October 16, 2001 in the original principal amount of \$633,750.00, together

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with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note.

2. LaSalle represents and warrants that, as of the date hereof, the outstanding principal indebtedness owed under the Note and Credit Agreement is One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00).

3. LaSalle represents and warrants that, as of the date hereof, Borrower is not in default under the terms of the Note, the Credit Agreement, the Mortgage Documents or any of the documents securing or evidencing said indebtedness (collectively, the "Loan Documents").

4. LaSalle acknowledges and agrees that the execution and delivery of the Harris Mortgage shall not constitute default under the terms of the Loan Documents.

5. LaSalle acknowledges and agrees that Harris shall have the right to take any action and perform any obligations of Oberweis under the terms of the Loan Documents on the behalf of Oberweis, with the same effect as if Oberweis had taken such action or performed such obligation.

6. LaSalle agrees to send a copy of all notices of default sent by LaSalle to Oberweis, by certified or registered mail, return receipt requested, to:

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Harris Bank Batavia
155 West Wilson Street
Batavia, IL 60510
Attention: Margot R. Shewalter

7. Harris agrees not to increase the maximum amount of credit extended to Oberweis under the Loan without the prior written consent of LaSalle.

8. Harris agrees to send a copy of all notice of default sent by Harris to Oberweis, by certified or registered mail, return receipt requested, to:

LaSalle Bank National Association
135 South LaSalle Street, Suite 218
Chicago, IL 60603
Attention: Rod Murray

9. This Agreement shall be binding upon LaSalle and Harris, and each of their successors and assigns, and shall inure to the benefit of LaSalle and Harris, and each of their successors and assigns.

(signature page follows)

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IN WITNESS THEREOF, the undersigned have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first set forth above.

LASALLE BANK NATIONAL ASSOCIATION, formerly known as LASALLE NATIONAL BANK, a national banking association

By: Rod A Murray
Name: Rod A. Murray
Title: First Vice President

HARRIS BANK BATAVIA, a national banking association

By: Margot Shewalter
Name: Margot R. Shewalter
Title: Vice President

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and to be...
copy of this...
CHICAGO TITLE AND TRUST COMPANY
by: May 19

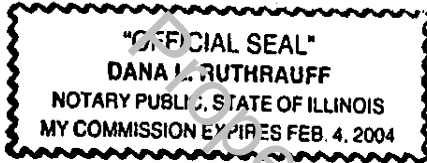
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STATE OF ILLINOIS
COUNTY OF Cook } SS.

The foregoing Amended Mortgage Subordination Agreement was executed before me, a Notary Public, on this 16 day of October 2001, by Rod A. Murray, First Vice President of LaSalle Bank National Association, formerly known as LaSalle National Bank, a national banking association, on behalf of said national banking association.



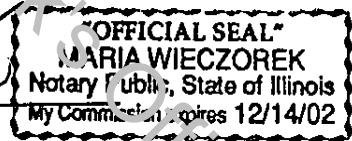
Dana L. Ruthrauff
Notary Public

STATE OF ILLINOIS
COUNTY OF KANE } SS.

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The foregoing Amended Mortgage Subordination Agreement was executed before me, a Notary Public, on this 16th day of October, 2001, by Margot R. Shewalter, Assistant Vice President of Harris Bank Batavia, a national banking association, on behalf of said national banking association.

Maria Wieczorek
Notary Public



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