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THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") is made as of May 9, 2002, by and among **LASALLE BANK NATIONAL ASSOCIATION**, not individually, but solely as successor Trustee (the "Trustee") to American National Bank and Trust Company of Chicago under a certain Trust Agreement dated September 18, 1986 and known as Trust No. 100055-02 (the "Trust") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, formerly known as LaSalle National Bank ("Lender").

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RECITALS:

A. Lender has loaned to the Trust the principal sum of \$1,250,000 (the "Mortgage Loan"). The Mortgage Loan is evidenced by a certain Note dated December 20, 1993 (the "First Note") made by the Trust in the original principal amount of \$1,250,000 payable to Lender. The Mortgage Loan is guaranteed by Genender International, Inc., an Illinois corporation (the "Company"). The Mortgage Loan is secured by that certain Mortgage, Security Agreement and Financing Statement dated as of December 20, 1993 (the "Original Mortgage") relating to certain owned real property which is legally described on Exhibit A hereto, and by that certain

This instrument was prepared by and, after Recording, return to:
Schwartz, Cooper, Greenberger & Krauss
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Andrew H. Connor, Esq.

Permanent Real Estate Tax Index Nos:
03-11-407-017-0000
03-11-407-018-0000
03-11-407-019-0000

Common Address: 44 Century Drive
Wheeling, IL 60090

122564.1 040934-20254

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Assignment of Rents and Leases dated as of December 20, 1993 by the Trust and Kenneth J. Genender (the same, as it has previously been amended prior to the date of this Amendment, being referred to herein as the "Original Assignment of Rents") relating to such real property and to certain leasehold interests of the Trust.

B. Pursuant to a certain First Amendment to Mortgage, Security Agreement and Financing Statement (the "First Amendment") dated as of October 31, 1997, by and among Lender and the Trust, the Original Mortgage was amended to also secure the indebtedness owed to Lender pursuant to a certain Construction Loan Agreement dated as of October 31, 1997 as evidenced by that certain Mortgage Note dated as of October 31, 1997 executed by the Trustee and the Company, jointly and severally, in the original principal amount of \$1,386,476 (the "Construction Note").

C. Pursuant to a certain Second Amendment to Mortgage, Security Agreement and Financing Statement (the "Second Amendment") dated as of April 19, 2000, by and among Lender and the Trust, the Original Mortgage was further amended to secure the indebtedness owed to Lender by the Company pursuant to a certain Credit Agreement dated as of April 19, 2000 (the "Original Credit Agreement") and certain promissory notes referred to therein (the Original Mortgage and the First Amendment and the Second Amendment are hereinafter referred to as the "Mortgage").

D. The Company has requested Lender to extend the maturity of its revolving loan commitment to the Company under the Original Credit Agreement and to make certain other changes to the Original Credit Agreement and the Amended and Restated Revolving Note of Company payable to the Lender dated April 19, 2000, all pursuant to that certain Restated Credit Agreement dated as of the date hereof (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Restated Credit Agreement"), and in connection therewith the Company will execute and deliver to the Lender the "Restated Revolving Note", as such term is defined in the Restated Credit Agreement, payable to the Lender in the principal amount of \$4,750,000 (the revolving credit facility made available by the Lender to the Company under the Restated Credit Agreement and such Restated Revolving Note being herein referred to as the "Revolving Facility"). Lender is willing to grant such requests, on the condition that, among other things, the Mortgage be amended as set forth herein.

NOW, THEREFORE, in order to induce Lender to extend the maturity of its revolving loan commitment to the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust and the Lender hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part hereof.

2. **Obligation Secured.** The Mortgage is hereby amended to secure the Revolving Facility and the Company's obligations under the Restated Credit Agreement, including without limitation, under the Restated Revolving Note, as such term is defined in the Credit Agreement.

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3. Cross-Defaults: Integration of Loan Documents.

(a) Any "Event of Default" (as defined in the Restated Credit Agreement) under the Restated Credit Agreement shall, at Lender's election, be deemed a Default under the Mortgage, as amended hereby.

(b) Any Default under the Mortgage, as amended hereby, shall at Lender's election, be deemed an Event of Default under the Restated Credit Agreement.

(c) It is the intention of the parties that the cross-collateralization arrangements provided for in this Amendment shall be subject and subordinate to the existing security interests of Lender and that nothing herein shall be deemed to merge the Mortgage with the Restated Credit Agreement. Notwithstanding the foregoing, the parties intend that, in the event that the First Note and the Construction Note shall be retired prior to the retirement of the other loans governed by the Restated Credit Agreement, the lien of the Mortgage and all other security interests securing the remaining loans shall continue in full force and effect and shall advance in priority.

4. Required Deliveries. The Trust shall furnish lender with an additional endorsement to Chicago Title Insurance Company Loan Policy No. 7470647 (the "Title Policy") which (i) amends the description of the mortgage insured under the Title Policy to include this Amendment, (ii) extends the effective date of the Title Policy to the date of the recording of this Amendment, (iii) includes no additional exceptions to title other than those that have been approved in writing by Lender, and (iv) states that all real estate taxes and assessments applicable to the property which are due and payable as of the date of such endorsement have been paid in full.

5. Defaults. The Trust represents and warrants to Lender that as of the date hereof 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, the First Note or the Construction Note. The Trust further acknowledges and agrees that a Default under each of the First Note, the Mortgage and the Construction Note shall be deemed to exist upon the occurrence of a breach of any of the representations, warranties or covenants set forth in this Amendment.

6. Performance of Obligations. The Trust represents and warrants to Lender that there is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting the Trust or the property, or which would prevent the Trust from complying with or performing its obligations under the First Note, the Mortgage or the Construction Note and no basis for any such matter exists.

7. Authority to Execute Amendment; No Conflict. The Trust represents and warrants to Lender that it has full power and authority to execute and deliver this Amendment and to perform its obligations hereunder. Upon the execution and delivery hereof, this Amendment will be valid, binding and enforceable upon the Trust in accordance with its terms.

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Execution and delivery of this Amendment does not and will not contravene, conflict with, violate or constitute a default under any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which the Trust is a party or is bound.

8. **Ratification of Liability.** The Trust hereby ratifies and confirms its respective liabilities and obligations under the First Note, the Mortgage and the Construction Note and the liens and security interests created thereby, and acknowledges that it has no defenses, claims or set-offs to the enforcement by Lender of its obligations and liabilities thereunder.

9. **Amendment Binding.** This Amendment shall be binding on the Trust and its successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns.

10. **Continued Effectiveness.** Except as expressly provided herein, the Mortgage and the other documents referred to herein and therein shall remain in full force and effect in accordance with their respective terms.

11. **Counterparts.** This Amendment may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Amendment.

12. **Trustee Exculpation.** This Amendment is executed by the Trustee, 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 the Trust or the beneficiary of the Trust, other collateral now or hereafter pledged to Lender as security for the obligations of the Trust or such beneficiary, or against any other person or entity liable for the obligations of the Trust or the Company or Kenneth J. Genender.


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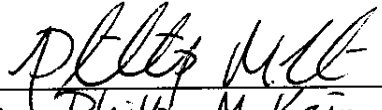
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IN WITNESS WHEREOF, this Amendment has been entered into as of the date first above written.

LASALLE BANK NATIONAL ASSOCIATION,
as Trustee of Trust No. 100055-02 ~~and not personally~~

By: 
Name: DEBORAH BERG
Title: CRD PRESIDENT

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Phillip M. Kain
Title: Asst. Vice President

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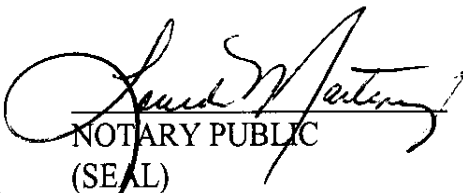
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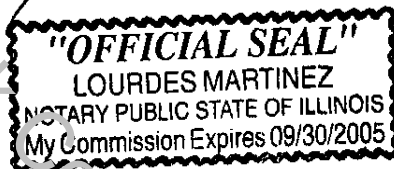
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DEBORAH BERG, the ~~VICE PRESIDENT~~ of LASALLE BANK NATIONAL ASSOCIATION, as Trustee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her 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 9th day of May, 2002.

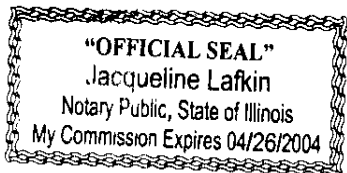

NOTARY PUBLIC
(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, ~~JACQUELINE LAFKIN~~ a Notary Public in and for said County, in the State aforesaid, do hereby certify that PHILIP M. KATU, the ~~ASST VICE PRESIDENT~~ of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 9 day of May, 2002.




NOTARY PUBLIC
(SEAL)

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 54, 55 AND 56 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 11, TOWNSHIP 42, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

44 Century Drive
Wheeling, Illinois 60090

PERMANENT TAX IDENTIFICATION NUMBER:

03-11-407-017-0000 (affects Lot 54)
03-11-407-018-0000 (affects Lot 55)
03-11-407-019-0000 (affects Lot 56)