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This instrument prepared by and after recording return to:

Carole K. Towne, Esq.
GOLDBERG, KOHN, BELL, BLACK,
ROSENBLOOM & MORITZ, LTD.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603

(312) 201-4000

0317733099

Eugene "Gene" Moore Fee: \$34.00 Cook County Recorder of Deeds Date: 06/26/2003 10:07 AM Pg: 1 of 6

### FIRST AMENDMENT TO REAL PROPERTY MORTGAGE

(Cook County, Illinois)

THIS TIRST AMENDMENT TO REAL PROPERTY MORTGAGE ("Amendment"), made as of May 15, 2003, is made and executed by and between VALLEY FASTENER GROUP, LLC an Illinois limited liability company ("Mortgagor"), and LASALLE BUSINESS CREDIT, LLC, successor by merger to LaSalle Business Credit, Inc. ("Lender").

### RECUTALS

I. Pursuant to the terms of a certain Loan and Security Agreement dated as of January 9, 2002 (said Loan and Security Agreement, together with all amendments, supplements, modifications and replacements thereof being hereinafter referred to as the "Loan Agreement") by and between Lender and Mortgagor, Lender agreed to make loans to Mortgagor and extend other financial accommodations to Mortgagor in an aggregate principal amount not to exceed \$8,200,000 (collectively, the "Loans"), consisting of (i) revolving loans in an aggregate maximum principal amount of \$2,000,000 (the "Revolving Loans"), (ii) a term loan "A" in the original principal amount of \$4,000,000 ("Term Loan A"), and (iii) a term loan "B" in the original principal amount of \$2,200,000 ("Term Loan B"). The Loans are secured by a certain Real Property Mortgage dated as of January 9, 2002 and recorded on January 22, 2002 with the Recorder of Deeds of Cook County, Illinois as Document No. 0020084276 (the "Mortgage"). A legal description of the real estate encumbered thereby is attached hereto as Exhibit A.

II. Concurrently herewith, the parties hereto are entering into a certain Waiver and First Amendment to Loan and Security Agreement of even date herewith, pursuant to which the Revolving Loans are being increased from \$2,000,000, to \$2,500,000 (the "Amended Revolving Loans"). The Amended Revolving Loans are evidenced by an Amended and Restated Revolving Note of even date herewith in the principal amount of \$2,500,000 (said Amended and Restated Revolving Note, together with all amendments, supplements, modifications and full or partial replacements thereof, being hereinafter

BOX 333-CP 1941.049

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referred to the "Amended Revolving Note"), having a maturity date of January 9, 2005. Accordingly, the maximum principal amount of the Loans is being increased from \$8,200,000 to \$8,700,000 (the "Amended Loans").

III. The parties now wish to amend the Mortgage to secure the Amended Revolving Loans, in addition to all other indebtedness heretofore secured.

#### **AGREEMENTS**

- 1. The Mortgage is hereby amended to secure the Amended Revolving Loans, in addition to all other indebtedness heretofore secured.
- All references in the Mortgage to the "Loans" shall mean the Amended Loans.
- 3. All references in the Mortgage to the "Revolving Loans" shall mean the Amended Revolving Loans.
- 4. All references in the Mortgage to the "Revolving Notes" shall mean the Amended Revolving Notes.
- 5. Mortgagor hereby acknowledges, agrees and reaffirms that the Mortgage retains a first lien priority on the real estate encumbered by the Mortgage. Mortgagor hereby remakes, reaffirms and ratifies as of the date hereof, all of its representations, warranties, agreements, obligations and undertakings under the Mortgage.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

#### **MORTGAGOR**:

VALLEY FASTENER GROUP, LLC, an Illinois limited liability company

By

LENDER:

LASALLE BUSINESS CREDIT, LLC

750/5/Co

By

Its

AFTER RECORDING, MAIL TU

CHICAGO TITLE INSURANCE CO ATTN: LILIA RODRIGUEZ 171 N. CLARK ST. - MLC: 0489

**CHICAGO, N. 60601** 

Droporty Ox Cook

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#### ACKNOWLEDGMENT

STATE OF	)
	) SS
COUNTY OF	)

I, Theresa Pappas, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Michael J. Morrisroe, the Secretary and authorized representative off VALLEY FASTENER GROUP, LLC, an Illinois limited liability company, rersonally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of May, 2003.

Notary Public

My Commission Expires:

0,01-21-06



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#### **ACKNOWLEDGMENT**

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#### **EXHIBIT A**

#### Legal Description

THAT PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE LYING EAST OF A LINE 460 FEET EAST OF THE EAST LINE OF CORNELL AVENUE AS DEDICATED BY DOCUMENT NUMBER 15459665 RECORDED OCTOBER 15, 1952 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF CORMELL AVENUE THROUGH A POINT ON SAID LINE WHICH IS 878.52 FEET NORTH OF THE SOUTH LINE OF THE MORTH 80 ACRES OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

THE EAST 1/2 OF THE SOUTHWEST 1/4 TOGETHER WITH THE WEST 10 ACRES OF THE SOUTHEAST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 33 AFORESALD 200 NORTHWESTERLY OF A CURVED LINE CONVEX TO THE SOUTH EAST RADIUS OF 265 FEET GF TO CURVED LINE BEING TANGENT TO A LINE FORMING A RIGHT ANGLE WITH THE EAST LINE OF COPNELL AVENUE AT A POINT 618.52 FEET MOPTH OF THE SOUTH LINE OF THE NORTH 80 ACRES OF THE TRACT OF LAND ABOVE DESCRIBED AND ALSO TANGENT TO THE EAST LINE OF THE WEST 167.10 FEET OF THE SOUTHERST FRACTIONAL 1/4 OF SAID SECTION 33. EXCEPTING FROM SAID JAID THE NORTH 30 FRET OF THE WEST 90 FEET THEREOF. IN COOK COUNTY, ILLINOIS.

Property Address:

5502 W. Bloomingdale, Melrose Park, Illinois (Cook County) County Clark's Office

12-35-302-028-0000