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PREPARED BY: Esteban Garcia

WHEN RECORDED RETURN TO:

Commercial Loan Services IL1-1146(B2) 120 S. LaSalle St. Chicago, IL 60603



Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 01/26/2005 08:06 AM Pg: 1 of 3



Mortgage Amendment

COOK COL This Mortgage Amendment (the "Amendment") is dated as of December 2, 2004, between Wiscon Corp., whose address is 1951 N. 15th Ave., Melrose Park, IL 60160 (the "Mortgagor"), and JPMo gan Chase Bank, N.A., whose address is 120 S. LaSalle, Chicago, IL 60603, and its successors and assigns (the "Mortgage").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgago. dated February 9, 1999 and recorded on February 11, 1999 as Document No.99148198, Cook County Records (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers the real property, and all the buildings, structure: and improvements on it, described

Located in the Town of Melrose Park, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises"),

Commonly known as 1945 North 15th Avenue, Melrose Park, Illinois 60160, Tax Parcel Identification No. 12-34-404-035-0000 Volume 71.

The Mortgage secures the Liabilities (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Installment Note, dated February 9, 1999, payable by Wiscon Corp. to the Mortgagee, in the original principal sum of Seven Hundred Fifty-Two Thousand and 00/100 Dollars (\$752,000.00) and a(n) Line of Credit, dated April 18, 2004, payable by Wiscon Corp. to the Mortgagee, in the original principal sum of Eight Hundred Fifteen Thousand and 00/100 Dollars (\$815,000.00) (the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

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- 1. The Mortgage is amended to also secure the repayment of an additional extension of credit evidenced by a(n) Line of Credit Note, dated December 2, 2004, payable from Wiscon Corp. to the Mortgagee in the original principal sum of Six Million and 00/100 Dollars (\$6,000,000.00) and a(n) Term Note, dated December 2, 2004, payable from Wiscon Corp. to the Mortgagee in the original principal sum of Two Million and 00/100 Dollars (\$2,000,000.00) (the "New Extension of Credit"), including all extensions and renewals.
- 2. The Mortgage continues to secure the Original Extension of Credit and shall also secure the New Extension of Credit; therefore, the maximum principal sum of the Liabilities shall not exceed Sixteen Million and 00/100 Dollars (\$16,000,000.00).
- 3. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.
- 4. Except as an ended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.
- 5. Governing Lave 202 Venue. This Amendment is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laves of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with espect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Emnois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient for any or the proper venue for any such suit, action or proceeding.
- **6. WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCE'D NG ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.
- 7. JURY WAIVER. THE MORTGAGOR AND THE MORTGAGLE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCLMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

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Mortgagor:	
Wiscon Corp. Lette Cart	
By: Cill Capt	
NATHIE CAPUTO Pres	
Printed Name	Title

Mortgagee:

JPMorgan Chase Bank, N.A.

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Told Meggos

Title

Esteban GarciaIL000001013620674

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ACKNOWLEDGMENT OF MORTGAGOR

State of ILL (
Can'll ss
County of <u>COOK</u>
I, BARBARA MULCAHY-DEUEL, a Notary Public in and for said County and State,
a PRESIDENT of WISCON
of said personally known to me to be the grangers
whose names are subscribed to the foregoing instrument as such
, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said
, for the uses and purposes therein set forth.
Given under my hand and notarial seal this day of, 2004
My Commission Expires Wills Mullany Duel, Notary Public "OFFICIAL SEAL"
Barbara Mulcahy-Deuel Notary Public, State of Illinois
My Commission Expires 5-29-06
ACKNOWLEDGMENT OF MORTGAGEE
State of
County of COOK ss
I, BARBARA MULCAHY - DEUE Co., a Notary Public in and for said County and State.
certify that TODD MEGGOS & AVP of TP MORGAL
CHASE BANK a(n)an'.
whose names are subscribed to the foregoing instrument as such and
, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said
, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 30 day of Dec , 2004
Autor The last No.
My Commission Expires: Strong / Mullipy - Neuron Public
5-24-061
"OFFICIAL SEAL"
Barbara Mulcas-Deuel

Notary Public, State of Illinois My Commission Expires 5-29-06