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Eugene "Gene" Moore Fee: \$32.50 Cook County Recorder of Deeds Date: 06/22/2005 11:38 AM Pg: 1 of 5

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Joel M. Hurwitz Arnstein & Lehr LLP 120 S. Rivers de Plaza, Suite 1100 Chicago, Illinois 60606

SECOND AMENOMENT TO MORTGAGE, SECURITY AGREEMENT AND

FINANCING STATEMENT WITH ASSIGNMENT OF RENTS

MORTGAGOR:

TITE MILLARD GROUP, INC.,

f/k/a MILI ARD MAINTENANCE SERVICE COMPANY

MORTGAGEE:

JPMORGAN CHASE BANK, N.A. (SUCCESSOR BY

MERGER TO BANK ONE, N.A. (MAIN OFFICE

CHICAGO))

Dated as of May <u>19</u>, 2005



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THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT WITH ASSIGNMENT OF RENTS is executed as of May 23, 2005, by THE MILLARD GROUP, INC., an Illinois corporation, whose address is 7301 N. Cicero Avenue, Lincolnwood, Illinois 60712, as Mortgagor ("Mortgagor"), JPMORGAN CHASE BANK, N.A. (Successor by Merger to BANK ONE, N.A. (Main Office Chicago)), a national banking association, having an address at 120 South LaSalle Street, Chicago, Illinois 60603, as Mortgagee ("Mortgagee"), and any other holder or holders of all or any part of the Indebtedness Hereby Secured (as defined in the Mortgage).

WHEREAS, the Mortgage was made and delivered by Mortgagor to Mortgagee on or about June 25, 1999 and was recorded with the Recorder of Deeds of Cook County, Illinois on or about June 29, 1999 as document number 99624141; and

WHEREAS, are Mortgage encumbers the Real Estate described on Exhibit A which is attached hereto and incorporated herein (the "Land").

NOW THEREFORE, in consideration of the Mortgagee's entry into the Amendment to the Credit Agreement, as defined below, and for further consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor hereby amends the Mortgage as follows:

- 1. The Mortgagee under the Mortgage is amended to be JPMorgan Chase Bank, N.A. (Successor by Merger to Bank One, N.A. (Main Office Chicago)), a national banking association.
- 2. The first paragraph of the Mortgage following "WITNESSETH" is amended in its entirety to state the following:

MORTGAGOR and THE MILLARD GROUP, LLC, a Delaware limited liability company ("TMGLLC"), BOSTON WINDOW CLEANING, INC., an Illinois corporation ("BWCI"), NAKI CLEANING SERVICES, L. L.C., a Delaware limited liability company ("Naki"), FLECO, INC., an Illinois corporation ("Fleco"), MAINTENANCE CONSULTANTS, INC., an Illinois co poration ("MCI"), MILLARD MALL SERVICES, INC., an Illinois corporation ("MMSI"), MILLARD CHICAGO WINDOW CLEANING, LLC, an Illinois limited liability company ("MCWCLLC") (MMSI, TMGLLC, MCI, BWCI, Naki, Fleco and MCWCLLC are herein, together with their respective successors and assigns, referred to both jointly and individually as the "Other Obligors"), and MORTGAGEE have executed that certain Secured Credit Agreement as amended (as the same may be further amended, restated or modified from time to time, the "Credit Agreement") dated as of July 1, 2004, wherein Mortgagee agreed to make the following loans to or for the benefit of the Mortgagor and the Other Obligors in the aggregate principal amount not to exceed Twenty-Two Million One Hundred Thirty-Nine Thousand Six Hundred Dollars (\$22,093,600.00): a Term Loan in the principal amount of Eight Hundred Forty-Three Thousand Six Hundred Dollars (\$843,600.00), a Revolving Loan, SOFA Loan and SOFA PLUS Loan in the aggregate principal amount of up to Fifteen Million Two Hundred

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Fifty Thousand Dollars \$15,250,000.00) and Letters of Credit up to the aggregate principal amount of Six Million Dollars (\$6,000,000.00), subject to the terms and conditions contained in the Credit Agreement which loans are currently evidenced by an Amended and Restated Term Note from the Mortgagor in the principal amount of \$843,600.00 and an Amended and Restated Revolving Note from the Mortgagor in the principal amount of \$15,250,000.00 and the Reimbursement Obligations stated in Section 3.1.2 of the Credit Agreement (collectively, along with any amendments thereto and replacements therefor or renewals thereof, the "Notes").

Section 7.37 of the Mortgage is amended to state the following as the address for notice to the Mortgagee:

Mortgagee

Bank One, NA

120 S. LaSalle Street

Chicago, Illinois 60603

Attn: Steven Remelius

Telephone: (312) 661-6840

Facsimin: (312) 661-3566

With a copy to:

Arnstein o. Lehr LLP

120 S. Riversi de Plaza, Suite 1100

Chicago, Illinois 60506 Attn: Joel M. Hurwitz

Telephone: (312) 876-7863

Facsimile: (312) 876-6272

Except as expressly amended herein, the Mortgage remains in full force and 4. Cort's Offic effect.

EXECUTED as of May $\sqrt{9}$, 2005

MORTGAGOR:

THE MILLARD GROUP, INC., an Illinois corporation

By:

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County Clark's Office

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STATE OF ILLINOIS)
COUNTY OF COOK) : ss.)

On the Josh day of May, 2005, before me, <u>ROBERTA M. BLYTON</u>, personally appeared <u>LARRY B. KUGLEC</u>, the <u>PRESIDENT</u> of THE MILLARD GROUP, INC., an Illinois corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the

WITNESS my hand official seal.

(SEAL)

OFFICIAL SEAL

ROBERTA M BLYTON

MY COMMISSION EXPIRES:06/24/)6

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EXHIBIT A

LEGAL DESCRIPTION

All that certain land situated in the State of Illinois, County of Cook and described as follows:

THE EAST 337.0 FEET OF THE WEST 387.00 FEET (EXCEPT THE NORTH 300 FEET THEREOF), ALL AS MEASURED ALONG LOT LINES, OF LOT 5 AND THE EAST 337.0 FEET OF THE WEST 387.0 FEET, ALL MEASURED ALONG LOT LINES, OF LOT 6 IN SCHROEDER HEIRS SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 18, 1967 AS DOCUMENT 3992308 IN COOK COUNTY, ILLINOIS. S. Coof

PIN Number: 10 -27-307-040-0000

Commonly known as 7301 N. Cicero Avenue, Lincolnwood, Illinois 60712 Clart's Office

969181v2; 19896-0002