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This Instrument Prepared By and After
Recording Should Be Returned to:
Arnstein & Lehr LLP
120 S. Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attn: Cynde Hirschtick Munzer, Esq.



Doc#: 0604116105 Fee: \$74.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/10/2006 11:30 AM Pg: 1 of 25

LOAN AND MORTGAGE MODIFICATION AGREEMENT

THIS IS A DUPLICATE ORIGINAL LOAN AND MORTGAGE MODIFICATION AGREEMENT. THE BORROWER HAS EXECUTED, ACKNOWLEDGED AND DELIVERED TO LENDER MULTIPLE ORIGINALS OF THIS LOAN AND MORTGAGE MODIFICATION AGREEMENT, ONE TO BE RECORDED IN EACH APPLICABLE COUNTY. EACH OF SUCH LOAN AND MORTGAGE MODIFICATION AGREEMENTS SECURE THE SAME OBLIGATIONS.

This Loan and Mortgage Modification Agreement (hereinafter referred to as the "Agreement") is entered into as of the 27th day of June, 2005 by and among Carpet Cushions & Supplies, Inc., an Illinois corporation ("**Borrower No. 1**"); Karfam Company, L.L.C., an Illinois limited liability company; 1520 Pratt, LLC, a Delaware limited liability company; LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 and known as Trust No. 121598-02; LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 and known as Trust No. 121577-07; Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6234; and Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6235 - (hereinafter jointly, severally and collectively referred to as "**Borrower No. 2**"), (Borrower No. 1 and Borrower No. 2 are sometimes jointly, severally and collectively referred to herein in this Agreement as "**Borrower**"), and 12605 Townsend Road, LLC, a Delaware limited liability company ("**Borrower No. 3**"), and LaSalle Bank National Association (hereinafter referred to as "**Lender**").

WITNESSETH:

WHEREAS, Borrower No. 1 obtained a loan from Lender in the original amount of Five Million and No/100 Dollars U.S. (\$5,000,000.00), which loan is evidenced by that certain Secured Revolving Line of Credit Note executed by Borrower dated April 15, 2005 in the principal amount of Five Million and No/100 Dollars U.S. (\$5,000,000.00)

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("Note No. 1") executed and delivered pursuant to that certain Loan and Security Agreement dated April 15, 2005 (the "**Loan Agreement**").

WHEREAS, Borrower No. 2 obtained a loan from Lender in the principal amount of Three Million Nine Hundred Fifty-Seven Thousand and No/100 Dollars (\$3,957,000.00), which loan is evidenced by that certain Mortgage Note dated April 15, 2005 in the principal amount of Three Million Nine Hundred Fifty-Seven Thousand and No/100 Dollars (\$3,957,000.00) ("**Note No. 2**").

WHEREAS, Note No. 1 and Note No. 2 are secured by those certain Open-End Mortgages and Security Agreements (and Open-End Deeds of Trust and Security Agreements as applicable (each referred to herein as a "Mortgage") and the Assignments of Leases and Rents, executed by one or more of the entities defined herein as Borrower No. 2 with respect to eight (8) properties owned by such entities and described in Exhibit B hereto (collectively, the "**Other Mortgage Documents**"). Note No. 1 and Note No. 2 are further secured by the collateral (the "**Collateral**") pledged by Borrower No. 1 pursuant to the Loan Agreement. The parties hereby agree that Note No. 1, Note No. 2, the Loan Agreement, the Other Mortgage Documents and all other documents and agreements evidencing, securing or relating to the indebtedness under Note No. 1 and/or Note No. 2 shall be collectively referred to herein as the "**Other Loan Documents**".

WHEREAS, Borrower has requested that Lender provide a loan in the principal amount of One Million Thirty-Eight Thousand and No/100 Dollars (\$1,038,000.00) (the "**Additional Loan**") to Borrower No. 3, which is an affiliate of Borrower; and

WHEREAS, Borrower shall derive substantial benefits from Lender as the result of the Lender making the Additional Loan to Borrower No. 3; and

WHEREAS, as a condition to making the Additional Loan, Lender has required that: (i) Borrower No. 3 execute a Mortgage Note, in form and substance satisfactory to Lender ("**Note No. 3**"), which shall be secured by that certain Open-End Mortgage and Security Agreement of even date herewith with respect to certain property located at 12605 West Townsend Road, Brookfield, Wisconsin and legally described in Exhibit A hereto (the "**Property**") and that certain Assignment of Leases and Rents of even date herewith with respect to the Property (collectively, the "**Note No. 3 Mortgage Documents**"), (ii) Note No. 3 be further secured by the Other Mortgage Documents and the Collateral, and (iii) Note No. 1, Note No. 2 and Note No. 3 be cross-defaulted and cross-collateralized with respect to each other.

WHEREAS, the parties hereto desire to modify the Other Mortgage Documents and the Other Loan Documents in order to incorporate such cross-default and cross-collateralization provisions.

NOW, THEREFORE, to induce the Lender to make the New Loan and to confer substantial benefits upon Borrower, and in consideration of the foregoing Recitals, the

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mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Recitals and Exhibits. The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference as if they were fully set forth herein.

2. Definitions. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Other Loan Documents.

3. Modification of Other Mortgage Documents and Other Loan Documents. The terms of the Other Mortgage Documents and the Other Loan Documents are hereby modified in the following respects:

3.1 Cross-Default and Cross-Collateralization. The parties hereby agree that Note No. 1, Note No. 2 and Note No. 3 and the documents executed in connection therewith shall be cross-defaulted and cross-collateralized with respect to each other. Therefore, in addition to Note No. 1 and Note No. 2, Note No. 3 shall be secured by the Other Mortgage Documents and the Other Loan Documents. Accordingly, all references to "Other Loan Documents" or "other Loan Documents" in the Loan Agreement, the Other Mortgage Documents and the Other Loan Documents (including but not limited to such references in Sections 13(j), 13(k) and 29 of each Mortgage) are amended to include: (i) this Agreement, (ii) Note No. 3, (iii) the Note No. 3 Mortgage Documents and all other documents evidencing, securing and relating to Borrower No. 3's obligations concerning Note No. 3 (collectively, the "**Note No. 3 Loan Documents**"), and (vi) the Other Loan Documents, including any amendments, modifications and/or extensions to any of the foregoing documents and agreements. In addition, the definition of Loan Documents in Section 3.1 of the Loan Agreement is hereby amended to include Note No. 3, the Note No. 3 Mortgage Documents and the other Note No. 3 Loan Documents and a default under Note No. 3 or any of such other documents shall constitute an Event of Default under Section 11.4 of the Loan Agreement. An Event of Default under Note No. 1, Note No. 2 and Note No. 3 shall be deemed to occur if an Event of Default occurs under any one of such Notes or any of the Other Loan Documents.

3.2 Release of Mortgage. Lender shall not release its interest in the Mortgage Documents until such time as all amounts outstanding under Note No. 1 and Note No. 2 and Note No. 3 are paid in full.

4. Priority of Mortgage. The Mortgage Documents shall in all respects as of the date of recording of this Agreement be a valid and existing first mortgage liens covering the Property.

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5. Acknowledgments of the Borrower. In order to induce the Lender to make Loan No. 3, Borrower hereby acknowledges, confirms and agrees that:

5.1 Any and all prior obligations to be performed by Lender with respect to the Other Loan Documents have been and remain fully and faithfully satisfied by the Lender; and

5.2 Except as expressly set forth herein, all of the respective representations, warranties and agreements made by Borrower in the Other Loan Documents remain in full force and effect, without any defense or right of setoff available thereunder for or on behalf of Borrower, and the Other Loan Documents are and continue in full force and effect as the binding obligation of Borrower with the same validity, priority and effect that they had at the time of their execution and recordation.

6. Construction. The language in all parts of this Agreement in all cases shall be construed simply according to its fair meaning and not strictly for or against any party. All words used herein in the singular number shall extend to and include the plural number. All words used herein in the plural number shall extend to and include the singular number. All words used in any gender, male, female or neuter shall extend to and include all genders as may be applicable in any particular context. Captions and headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, among other things, any rule of law or any other statute, legal decision or common law principle that would require interpretation of any ambiguities in this Agreement against the party that has drafted this Agreement are of no application, and are hereby expressly waived by all parties hereto.

7. Governing Laws. This Agreement, and the obligations of the parties hereunder, shall be interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

8. Integration. This Agreement embodies the entire agreement and understanding among the parties hereto relating to the subject matter hereof and supersedes all prior agreements, understandings, representations and discussions relating thereto. Neither this Agreement, nor any of its provisions may be changed, amended, waived or otherwise modified except by an agreement in writing duly executed by, or on behalf of, the party against whom enforcement of any change, amendment, waiver, modification, consent or discharge is sought. The parties fully understand and acknowledge the import of the foregoing provision, and are aware that the law may permit subsequent oral modification of a contract, notwithstanding any contractual language which requires that any such modification be in writing, but the parties hereby fully and expressly intend that the foregoing requirements as to a writing shall be strictly adhered to and strictly interpreted and enforced by any court which may be asked to decide the question.

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9. Effect of Other Agreements. Except as expressly set forth herein, all terms and provisions of any and all other written agreements entered into by and among some or all of the parties hereto, or their predecessors in interest, are hereby ratified and confirmed, and shall remain in full force and effect, unmodified in any manner whatsoever. In the event that this Agreement shall be deemed null and void for any reason, the provisions of any and all agreements entered into by and among some or all of the parties hereto, or their predecessors in interest, shall continue to control the relationship of the parties.

10. Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and legal representatives.

11. Counterparts. This Agreement may be executed in counterparts, and the signature pages and acknowledgements thereof may be separated from the body thereof and be assembled into one document by the Lender, and when so assembled and taken together, all so executed shall constitute one agreement, binding on all of the parties, notwithstanding such assembly of this Agreement or that all of the parties are not signatories to the original or the same counterpart signature page.

12. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the trustee, while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said trustee, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by said trustee, or for the purpose, or with the intention of binding said trustee, personally, but are made and intended for the purpose of binding only that portion of the trust property specifically subject to this Agreement, and this Agreement is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee. Further, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said trustee on account of this Agreement, either expressed or implied, all such personal liability, if any, being expressly waived and released.

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN TO THE CONTRARY, THIS AGREEMENT EXECUTED BY 12605 TOWNSEND ROAD, LLC ("TOWNSEND") IS FULLY NONRECOURSE WITH RESPECT TO CDECREE, INC., AN ILLINOIS CORPORATION (REFERRED TO HEREIN AS THE "INITIAL MEMBER"). BANK, AND ANY SUCCESSOR OF TO BANK, HEREBY AGREE AS TO TOWNSEND TO LOOK ONLY TO THE SUBJECT PROPERTY AND OTHER COLLATERAL TO SATISFY THE OBLIGATIONS OF INITIAL MEMBER. HEREUNDER SO LONG AS THE INITIAL MEMBER REMAINS THE OWNER OF THE ECONOMIC MEMBERSHIP INTEREST IN TOWNSEND.

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THE INITIAL MEMBER MAY DISCHARGE ALL ITS OBLIGATIONS HEREUNDER BY CONVEYING THE SUBJECT PROPERTY TO BANK.

IN NO EVENT SHALL BANK LOOK TO INITIAL MEMBER, ITS AFFILIATES OR ANY ENTITY RELATED THERETO TO SATISFY THE OBLIGATIONS OF TOWNSEND HEREUNDER. THE FOREGOING SHALL NOT AFFECT ANY RIGHTS BANK MAY HAVE UNDER ANY CONTRACTS ASSIGNED TO BANK PURSUANT TO THAT CERTAIN SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF CONTRACTS OF EVEN DATE HEREWITH MADE BY KARFAM COMPANY, L.L.C. IN FAVOR OF BANK.

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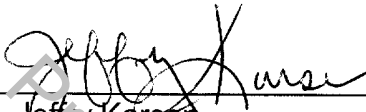
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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


BORROWER NO. 1:

CARPET CUSHIONS & SUPPLIES, INC.
an Illinois corporation

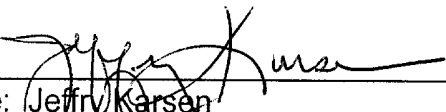
By: 
Name: Jeffrey Karsen
Title: President

BORROWER NO. 2:

KARFAM COMPANY, L.L.C.
an Illinois limited liability company

By: 
Name: Jeffrey Karsen
Title: Manager

1520 PRATT LLC,
a Delaware limited liability company

By: 
Name: Jeffrey Karsen
Title: Manager

LaSalle Bank National Association
as successor trustee to American National
Bank and Trust Company of Chicago,
a National Banking Association, as Trustee
under that certain Trust Agreement dated
April 30, 1996 known as Trust No. 121598-02

By: _____
Name: _____
Title: _____

LaSalle Bank National Association
as successor trustee to American National
Bank and Trust Company of Chicago,
a National Banking Association, as Trustee
under that certain Trust Agreement dated
April 30, 1996 known as Trust No. 121577-07

By: _____
Name: _____
Title: _____

Mercantile National Bank of Indiana,
not personally, but solely as Trustee
under Trust Agreement dated April 30, 1996
and known as Trust No. 6234

By: _____
Name: _____
Title: _____

Mercantile National Bank of Indiana,
not personally, but solely as Trustee
under Trust Agreement dated April 30, 1996
and known as Trust No. 6235

By: _____
Name: _____
Title: _____

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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER NO. 1:

CARPET CUSHIONS & SUPPLIES, INC.
an Illinois corporation

By: _____
Name: Jeffrey Karsen
Title: President

BORROWER NO. 2:

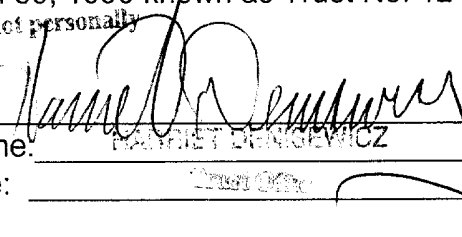
KARFAM COMPANY, L.L.C.,
an Illinois limited liability company

By: _____
Name: Jeffrey Karsen
Title: Manager


1520 PRATT LLC,
a Delaware limited liability company

By: _____
Name: Jeffrey Karsen
Title: Manager

LaSalle Bank National Association
as successor trustee to American National
Bank and Trust Company of Chicago,
a National Banking Association, as Trustee
under that certain Trust Agreement dated
April 30, 1996 known as Trust No. 121598-02
and not personally

By: 
Name: HARRIET DENISEWICZ
Title: Trust Officer

LaSalle Bank National Association
as successor trustee to American National
Bank and Trust Company of Chicago,
a National Banking Association, as Trustee
under that certain Trust Agreement dated
April 30, 1996 known as Trust No. 121577-07
and not personally

By: 
Name: HARRIET DENISEWICZ
Title: Trust Officer

Mercantile National Bank of Indiana,
not personally, but solely as Trustee
under Trust Agreement dated April 30, 1996
and known as Trust No. 6234

By: _____
Name: _____
Title: _____

Mercantile National Bank of Indiana,
not personally, but solely as Trustee
under Trust Agreement dated April 30, 1996
and known as Trust No. 6235

By: _____
Name: _____
Title: _____

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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER NO. 1:

CARPET CUSHIONS & SUPPLIES, INC.
an Illinois corporation

By: _____
Name: Jeffrey Karsen
Title: President

BORROWER NO. 2:

KARFAM COMPANY, L.L.C.,
an Illinois limited liability company

By: _____
Name: Jeffrey Karsen
Title: Manager

1520 PRATT LLC,
a Delaware limited liability company

By: _____
Name: Jeffrey Karsen
Title: Manager

LaSalle Bank National Association
as successor trustee to American National
Bank and Trust Company of Chicago,
a National Banking Association, as Trustee
under that certain Trust Agreement dated
April 30, 1996 known as Trust No. 121598-02

By: _____
Name: _____
Title: _____

LaSalle Bank National Association
as successor trustee to American National
Bank and Trust Company of Chicago,
a National Banking Association, as Trustee
under that certain Trust Agreement dated
April 30, 1996 known as Trust No. 121577-07

By: _____
Name: _____
Title: _____

Mercantile National Bank of Indiana,
not personally, but solely as Trustee
under Trust Agreement dated April 30, 1996
and known as Trust No. 6234

By: ~~SEE SIGNATURE PAGE ATTACHED~~ _____
Name: _____
Title: _____

Mercantile National Bank of Indiana,
not personally, but solely as Trustee
under Trust Agreement dated April 30, 1996
and known as Trust No. 6235

By: ~~SEE SIGNATURE PAGE ATTACHED~~ _____
Name: _____
Title: _____

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This LOAN AND MORTGAGE MODIFICATION AGREEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated April 30, 1996, creating trust number 6234; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations, agreements and liabilities, herein made are made and are intended, not as personal covenants, undertakings, representations, agreements and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the "Act") as amended from time to time or any other federal, state or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally, is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not on its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

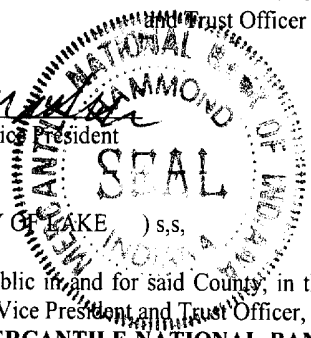
Furthermore, the information contained in this instrument has been furnished to the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by an Assistant Vice President and Trust Officer and attested by its Senior Vice President and Executive Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY

By: William S. Trowbridge
William S. Trowbridge, Assistant Vice President
and Trust Officer

ATTEST:
Richard M. Schumacher
Richard M. Schumacher, Senior Vice President
and Executive Trust Officer

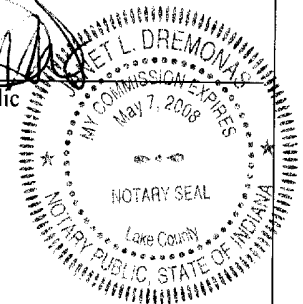


STATE OF INDIANA, COUNTY OF LAKE) s.s.

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, William S. Trowbridge, Assistant Vice President and Trust Officer, and Richard M. Schumacher, Senior Vice President & Executive Trust Officer, of MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee.

Given under my hand and notarial seal this 25th day of August, 2005.

Signed: Janet L. Dremonas
Janet L. Dremonas, Notary Public



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This LOAN AND MORTGAGE MODIFICATION AGREEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated April 30, 1996, creating trust number 6235; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations, agreements and liabilities, herein made are made and are intended, not as personal covenants, undertakings, representations, agreements and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the "Act") as amended from time to time or any other federal, state or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally, is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not on its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished to the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

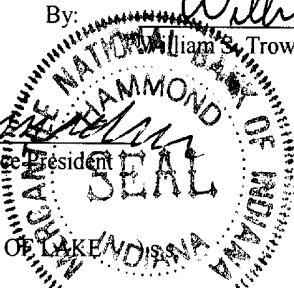
IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by an Assistant Vice President and Trust Officer and attested by its Senior Vice President and Executive Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY

By: William S. Trowbridge
William S. Trowbridge, Assistant Vice President and Trust Officer

ATTEST:

Richard M. Schumacher
Richard M. Schumacher, Senior Vice President
and Executive Trust Officer

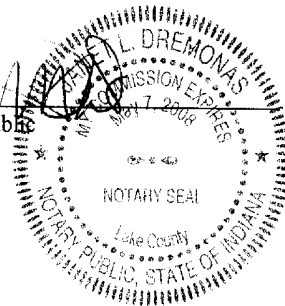


STATE OF INDIANA, COUNTY OF LAKE

Before me, a Notary Public in and for said County, in the State aforesaid, personally appear before me, William S. Trowbridge, Assistant Vice President and Trust Officer, and Richard M. Schumacher, Senior Vice President and Executive Trust Officer, of **MERCANTILE NATIONAL BANK OF INDIANA**, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee.

Given under my hand and notarial seal this 25th day of August 2005.

Signed: Janet L. Dremonas
Janet L. Dremonas, Notary Public



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BORROWER NO. 3:

12605 TOWNSEND ROAD, LLC,
a Delaware limited liability Company

By: CDECRE, INC.,
an Illinois corporation,
its sole member
and manager

By: 
Its: Vice President

LENDER:

LaSalle Bank National Association

By: _____
Name: _____
Title: _____

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, STEVEN W. SWIBEL, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeff Karsen, the President of **CARPET CUSHIONS, INC., an Illinois corporation**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7th day of AUGUST, 2005.

Steven W. Swibel
Notary Public



Property of Cook County Clerk's Office

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By: _____

Name: _____

Title: _____

Mercantile National Bank of Indiana,
not personally, but solely as Trustee
under Trust Agreement dated April 30,
1996
and known as Trust No. 6235

By: _____

Name: _____

Title: _____

BORROWER NO. 3:

12605 TOWNSEND ROAD, LLC,
an Illinois limited liability Company

By: CDECRE, INC.,
an Illinois corporation,
its sole member
and manager

By: _____
Its: Vice President

LENDER:

LaSalle Bank National Association

By: *Michael S. Benzly*
Name: *Michael S. Benzly*
Title: *SVP*

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State of Illinois)
) SS:
County of Cook _____)

I, Carla Jean Landazzi, a Notary Public, in and for the County and State aforesaid do hereby certify that, Ref. S. Byrd personally 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 27 day of June 2005.



Carla Jean Landazzi
Notary Public

My Commission Expires:

7-16-07

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Melvyn Cohen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeff Karsen, the Manager of **KARFAM COMPANY, L.L.C.**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23 day of August, 2005.

Melvyn Cohen
NOTARY PUBLIC
(SEAL)



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Melvyn Cohen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeff Karsen, the Manager of **1520 PRATT LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23 day of August, 2005.

Melvyn Cohen
NOTARY PUBLIC
(SEAL)



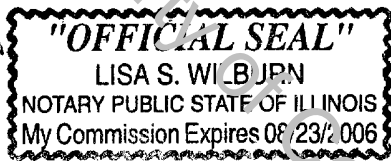
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lisa Wilburn, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harriett Denisewicz, the Trust Officer of LaSalle Bank National Association, not personally but as Trustee, under Trust No. 121598-02 dated April 30, 1996, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer of said Bank, 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, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of August, 2005.

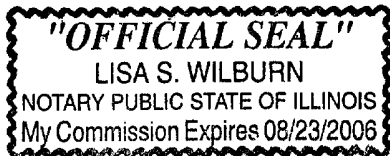


Lisa Wilburn
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lisa Wilburn, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harriett Denisewicz, the Trust Officer of LaSalle Bank National Association, not personally but as Trustee, under Trust No. 121577-07 dated April 30, 1996, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer of said Bank, 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, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of August, 2005.



Lisa Wilburn
NOTARY PUBLIC

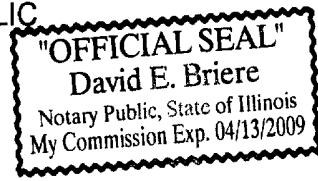
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DAVID E. BRIERE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Miriam Golden, the Vice President of CDECRE, INC., an Illinois corporation, the sole member and manager of **12605 TOWNSEND ROAD, LLC**, a Delaware limited liability company, 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 he/she signed and delivered the said instrument as his/her 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 24th day of AUGUST, 2005.

David E. Briere
NOTARY PUBLIC
(SEAL)



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3755, RECORDED ON DECEMBER 6, 1979 IN VOLUME 29 OF CERTIFIED SURVEY MAPS ON PAGES 20, 21 AND 22 AS DOCUMENT NO. 1115707, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 3583, RECORDED ON JUNE 5, 1979 IN VOLUME 27 OF CERTIFIED SURVEY MAPS ON PAGES 194, 195 AND 196 AS DOCUMENT NO. 1093325, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 917, RECORDED NOVEMBER 1, 1968 IN VOLUME 6 OF CERTIFIED SURVEY MAPS ON PAGES 93 AND 94 AS DOCUMENT NO. 725972, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 817, RECORDED MAY 23, 1968 IN VOLUME 5 OF CERTIFIED SURVEY MAPS ON PAGES 193, 194 AND 195 AS DOCUMENT NO. 713499, ALL BEING A PART OF THE SOUTH EAST ¼ OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 20 EAST, IN THE CITY OF BROOKFIELD, COUNTY OF WAUKESHA, WISCONSIN.

Common Address: 12605 West Townsend Road
Brookfield, Wisconsin

Tax Key No. BRC 1056.997.004

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EXHIBIT B

1) OPEN-END DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made in April 2005, between KARFAM COMPANY, L.L.C., an Illinois limited liability company (the "Trustor") (for recording and indexing purposes, the "Grantor"), having an address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007; Steve Todd, Esq. ("Trustee"); having an address c/o Chicago Title Insurance Company, 106 W. 11th Street, Suite 1800, Kansas City, Missouri, 64105; and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Beneficiary") (for recording and indexing purposes, "Grantee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOTS 36 TO 47, INCLUSIVE, BLOCK 1, COLEMAN'S 1ST ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Common Address: 2015 Washington Street
Kansas City, Missouri

Tax ID #: 29-410-17-26-00-0-00-000

2) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by KARFAM COMPANY, L.L.C., an Illinois limited liability company (the "Mortgagor"), having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

THE WEST 1/2 OF LOT 3, BLOCK 1, R & J INVESTMENT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH 50 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 20 EAST, CITY OF BROOKFIELD, COUNTY OF WAUKESHA, STATE OF WISCONSIN.

Common Address: 12630 West Robin Lane
Brookfield, Wisconsin

Tax Key No. BRC 1056.069

3) OPEN-END MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") made in April 2005, by LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 121577-07 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the

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"Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT 2 IN STOLL'S CICERO AVENUE INDUSTRIAL SUBDIVISION NUMBER 1 OF PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 4620 W. 120th Street, Alsip, IL

P.I.N. 24-27-100-048-0000

4) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by 1520 PRATT, LLC, a Delaware limited liability company (the "Mortgagor"), having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT 1 (EXCEPT THE WEST 15 FEET THEREOF) IN GEORGE ANDERSON RESUBDIVISION IN ELK GROVE VILLAGE BEING A RESUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 1520 Pratt Avenue
Elk Grove Village, Illinois 60007

P.I.N. 08-34-403-020-0000

5) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by MERCANTILE NATIONAL BANK OF INDIANA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 6235 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

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PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS PLUG (0.4 FEET DOWN) AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 335.33 FEET TO A PK NAIL FLUSH; THENCE SOUTH 00 DEGREES 13 MINUTES 01 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 428.50 FEET TO A FLUSH 6/27/2005/8 INCH REBAR WITH YELLOW CAP MARKED "SCHNEIDER ENG. FIRM #001"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 335.5 FEET TO A PK NAIL ON THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 13 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 428.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3.30 ACRES, MORE OR LESS.

Common Address: 3330 North Shadeland Avenue
Indianapolis, Indiana

Parcel Number: 7039861

6) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by MERCANTILE NATIONAL BANK OF INDIANA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 6234 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT 4, BLOCK 1 IN BRANT'S BUSINESS CENTER ADDITION TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 50 PAGE 61, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 14, 1980 AS DOCUMENT NO. 568717, IN LAKE COUNTY, INDIANA.

Common Address: 1941 Woodlawn Avenue
Griffith, Indiana

Key No.: 26-387-4

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7) OPEN-END MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") made in April 2005, by LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 121598-02 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT SEVEN (7) IN BLOCK SEVEN (7) AS DESIGNATED UPON THE PLAT OF BUDLONG'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 4 OF PLATS ON PAGE 3 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

Common Address: 1800 17th Avenue
Rockford, Illinois 61104

P.I.N. 11-36-133-0004

8) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by KARFAM COMPANY, L.L.C., an Illinois limited liability company (the "Mortgagor"), having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

THE EAST 216.5 FEET OF THE NORTH 273.5 FEET OF BLOCK #3, INTERSTATE INDUSTRIAL PARK, SECTION "A", AN ADDITION TO THE CITY OF FORT WAYNE, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOW, TO-WIT:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF PRODUCTION ROAD WITH THE WEST LINE OF EXECUTIVE BOULEVARD; THENCE SOUTH 00 DEGREES 00 MINUTES WEST ON AND ALONG SAID WEST LINE, 273.5 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES WEST AND PARALLEL TO THE SOUTH LINE OF PRODUCTION ROAD 216.5 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST AND PARALLEL TO SAID WEST LINE, 273.5 FEET TO SAID SOUTH LINE; THENCE NORTH 89 DEGREES 55 MINUTES EAST, ON AND ALONG SAID SOUTH LINE, 216.5 FEET TO THE POINT OF BEGINNING, CONTAINING 1.359 ACRES OF LAND.

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Common Address: 1709 Production Drive
Fort Wayne, Indiana

Key No.: 80-3123-0003

P.I.N. 02-07-22-377-003, 000-073

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