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## AMENDMENT TO MORTGAGE (Illinois)

This Amendment to Mortgage (the "Amendment"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "Mortgagor") and U.S.

BANK N.A.

(the "Bank") as of the date set forth below.

### RECITALS

A. The Mortgagor (or the Mortgagor's predecessor in interest, if different from the undersigned Mortgagor) executed a mortgage (the "Mortgage"), dated JUNE 15, 2001. The "Land" (defined in the Mortgage) subject to the Mortgage is described as follows (or in Exhibit A hereto if the description does not appear below):

See attached Exhibit A

Address: 865 Nicholas Boulevard, Elk Grove, IL

PIN# See Legal Description

B. The Mortgage was recorded in the office of the County Recorder for Cook County, Illinois, on JULY 24, 2001, as Document No. 0010602991.

C. The Mortgagor has requested that the Bank permit certain modifications to the Mortgage as described below.

D. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

### TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Mortgagor and the Bank agree as follows:

1. ☐ **Change in Note/Mortgage Amount.** If checked here, the phrase in the Mortgage "a note or notes dated \_\_\_\_\_ principal amount(s) of \$ \_\_\_\_\_" is hereby amended and replaced with the phrase "note(s) dated or amended as of \_\_\_\_\_ in the principal amount(s) of \$ \_\_\_\_\_".

N/A  
N/A  
N/A  
N/A

2. **Maturity of Mortgage.** Any reference in the Mortgage to a maturity date of the Mortgage is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date. This does not affect maturity of the Obligations under the Loan Documents.

3. **Additional Terms.**

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4. **Fees and Expenses.** The Mortgagor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to future credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization.** The Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Mortgagor and have been duly authorized by all necessary organizational action.

**IMPORTANT: READ BEFORE SIGNING THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of JUNE 30, 2006.

(Individual Mortgagor)

Printed Name: N/A

Printed Name: N/A

**Veeger Inc.**

Mortgagor Name (Organization)

a Illinois Corporation

By: James V. DiSilvestro  
Name and Title: Vice President

By: Ruth DiSilvestro  
Name and Title: President

**U.S. BANK N.A.**

Mortgagee (Bank)

By: Maliheh H. Picchietti  
Name and Title: Business Banking Officer

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

[NOTARIZATION ON NEXT PAGE]

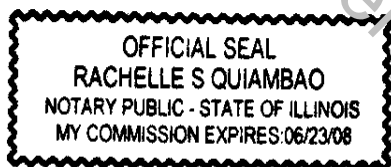
**UNOFFICIAL COPY****MORTGAGOR NOTARIZATION**

STATE OF ILLINOIS )  
 COUNTY OF DUPAGE ) ss.

This instrument was acknowledged before me on 6/7/2006, by James V DiSilvestro and Ruth  
 (Name(s) of person(s))

DiSilvestro, as Vice President and President  
 (Type of authority, if any, e.g., officer, trustee; if an individual, state "a married  
 Individual" or "a single individual") of Veeger Inc.  
 (Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

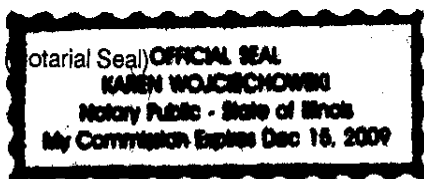


Rachelle S. Quiambao  
 Printed Name: Rachelle S. Quiambao  
 Notary Public, State of ILLINOIS  
 My commission expires: 06/23/2008

**MORTGAGEE (BANK) NOTARIZATION**

STATE OF Illinois )  
 COUNTY OF State ) ss.

This instrument was acknowledged before me on 6-7-2006, by Maliheh H Picchietti  
 (Name(s) of person(s))  
 , as Business Banking Officer  
 (Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")  
 of U.S. BANK N.A.  
 (Name of entity on whose behalf the document was executed; use N/A if individual)



Karen Wojcikowski  
 Printed Name: KAREN WOJCICKOWSKI  
 Notary Public, State of IL  
 My commission expires: Dec. 15, 2009

This instrument was drafted by: Maliheh H Picchietti  
 (Name)

on behalf of

After recording, return to: U.S. BANK N.A.

(Name)

COLLATERAL DEPARTMENT

P.O. BOX 3487 OSHKOSH, WI 54903-3487

(Address)

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## EXHIBIT A TO AMENDMENT TO MORTGAGE (Legal Description)

Mortgagor: Veeger Inc.

Bank: U.S. Bank N.A.

Legal Description of Land:

Property located in Cook County, IL

Lot 14 in Centex Industrial Park North Unit 5, a Subdivision in the South 1/2 Section 26, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois; also Lot 19 in Centex Industrial Park North Unit 7 being a Subdivision in Section 26, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, IL \*successor trustee to LaSalle National Trust, N.A., successor trustee to LaSalle National Bank

AND BEING the same property conveyed to Veeger Inc., an Illinois corporation from LaSalle National Bank by Deed dated March 18, 1998 and recorded March 26, 1998 in Instrument No. 98236175.

Tax Parcel No. 08-26-309-013-0000 \* 08-26-309-017-0000