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Doc#: 0803160003 Fee: \$36.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 01/31/2008 12:05 PM Pg: 1 of 7

FIRST AME COUNTY CLOTH'S OFFICE

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### [FOR RECORDING PURPOSES]

# FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of the 28th day of January, 2008 by and between PAMCO PRINTED TAPE & LABEL CO., INC., a Delaware corporation, having its principal office at 2200 South Wolf Road, Des Plaines, Illinois 60018 (ine "Mortgagor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, naving an office at 135 South LaSalle Street, Chicago, Illinois ("Mortgagee").

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WHEREAS, Mortgagee and Mortgag or entered into a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of July 31, 2006, which was recorded with the Recorder of Deeds of Cook County Illinois on August 7, 2006 as Document Number 0621933215 (the "Agreement"), whereby Mortgager mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate located at 2200 South Wolf Road, Des Plaines, Illinois legally described as Exhibit A attached hereto (the "Mortgaged Property"), and all of its estate, right, title and interest therein situated, lying and being in the County of Cook and State of Illinois, and now desire to amend such Agreement pursuant to this Amendment.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. <u>Incorporation of the Agreement</u>. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

### 2. Amendment of the Agreement.

(a) The first recital set forth in the Agreement is hereby amended and restated to read as follows:

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WHEREAS, Mortgagee has made or in the future may make certain loans to Mortgagor (as amended, restated or modified from time to time, the "Loans"), pursuant to that certain Loan and Security Agreement dated as of July 31, 2006, by and between Mortgagor and Mortgagee, as amended by that certain First Amendment to Loan and Security Agreement dated as of November \_\_\_, 2007 and that certain Second Amendment to Loan and Security Agreement dated as of January 28, 2008 (collectively, as further amended, restated or modified from time to time, the "Loan Agreement"). The Loans consist of: (i) a revolving loan (the "Revolving Loan") in the maximum principal amount of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00); (ii) a term loan (the "Term Loan A") in the original principal amount of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00); (iii) a term loan (the "Term Loan r") in the original principal amount of One Million and 00/100 Dcilars (\$1,000,000.00); and (iv) capital expenditure loans (the "Capex Joans") outstanding from time to time pursuant to the terms of the Loan Agreement.

(b) The second recital set forth in the Agreement is hereby amended and restated to read as follows:

WHEREAS, certain repayment obligations with respect to the Loans are evidenced by: (i) in connection with the Revolving Loan, the revolving note in the maximum principal amount of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Kryolving Note"); (ii) in connection with Term Loan A, the term note in the original principal amount of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00) (said note, with all allorges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Terra" Note A"); (iii) in connection with Term Loan B, the term note in the original principal amount of One Million and 00/100 Dollars (\$1,000,000.00) (said note, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Term Note B"); and (iv) in connection with the Capex Loans, the capital expenditure notes outstanding from time to time in accordance with the terms of the Loan Agreement (said notes, with all allonges, amendments, supplements, modifications and replacements thereof, being sometimes referred to in this Mortgage as the "Capex Notes") (Revolving Note, Term Note A, Term Note B and Capex Notes, collectively are sometimes referred to in this Mortgage, together amendments, modifications, supplements replacements thereof, as the "Notes"). The terms and provisions of

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the Notes and Loan Agreement are hereby incorporated by reference in this Mortgage. Capitalized terms used herein by not otherwise defined shall have the meanings given to such terms in the Notes and the Loan Agreement.

- Representations and Warranties. The representations, warranties and covenants 3. set forth in the Agreement shall be deemed remade and affirmed as of the date hereof by Mortgagor, except that any and all references to the Agreement in such representations, warranties and covenants shall be deemed to include this Amendment.
- Relation Back. It is the intent of Mortgagor and Mortgagee that this Amendment will relate back to and be effective as if adopted on July 31, 2006.
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  as if adop.

  the amendments
  affective immediately u,
  required by the parties her
  alphass of this Amendment.

  (Signature Page Follows) 5. Effectuation. Amendment shall te deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

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(Signature Page to First Amendment to Mortgage)

IN WITNESS WHEREOF, Mortgagor has duly executed this Amendment as of the date first above written.

### **MORTGAGOR:**

PAMCO PRINTED TAPE & LABEL CO.,

Property of Cook County Clark's Office INC., a Delaware comporation

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STATE OF ILLINOIS	)				
COUNTY OF COOK	) SS: )				
I, Maure By ne aforesaid, do hereby certify that of PAMCO PRINTER TARRE	it Michael Ble	Notary Public in	and for said ( , the <b>f/%</b>	County, in	
OF PAMICO PRINTED TAPE	& LABEL CO.,	INC a Delaware	corporation	personally	v known
to me to be the same person	whose name is si	ubscribed to the	foregoing in	strument a	anneared
before me this day in persor	and acknowled	lged 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 the

Given under my hand and notarial seal this <u>L8</u> day of January, 2008.

Company, for the uses and purposes therein set forth.

Notary Public

My commission expires

4/27/09

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Matthew T. O'Connor, Esq. Vedder Price P.C. 222 North LaSalle Street, Suite 2600 Chicago, Illinois 60601-1003

OFFICIAL SEAL

MAUREEN BYRNE

NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXP RES:04/27/09

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### EXHIBIT A

### Legal Description

#### PARCEL 1:

LOTS 1 TO 3, TAKEN AS A TRACT, EXCEPTING THEREFROM THE WEST 226.00 FEET AND THE NORTH 163.00 FEET THEREOF, IN J. EMIL ANDERSON'S WOLF-TOLL ROAD SUBVISION OF PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. N COOK COUNTY, ILLINOIS.

PARCEL 2

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE INSTALLATION, MAINTENANCE AND USE OF A RAILROAD SPUR TRACK OVER, UNDER AND UPON THE SOUTHERLY 22 FEED OF PROPERTY LOCATED TO THE WEST OF AND ADJOINING THE DEMISED PREMISES, AS SHOWN ON PLAT REGISTERED AS DOCUMENT LR1919891.

#### PARCEL 3:

EASEMENT FOR THE BENEFIT OI PARCEL 1 AS SET FORTH IN INSTRUMENT FILED APRIL 18, 1966 AS DOCUMENT LR2266376 AND IN DEED FILED DECEMBER 21, 1967 AS DOCUMENT LR2365631, FOR PARKENG PURPOSES OVER THE SOUTH 18 FEET OF THE WEST 161.00 FEET OF THE EAST 225.40 FEET OF THE NORTH 163.00 FEET OF LOTS 1, 2, AND 3, TAKEN AS A TRACT (EXCEPT THE WEST 226.00 FEET THEREOF) IN J. EMIL ANDERSON'S WOLF-TOLL ROAD SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 09-30-400-024-0000

Common Address: 2200 South Wolf Road, Des Plaines, Illinois 60018