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Prepared by and After
Recording Return To:

Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Attn: Edward J. Hammond

Stewart Title Guaranty Company
NTS - Chicago Division
2 N. LaSalle Street, Suite 1400
Chicago, IL 60602

File # 06021816 BA
TA



Doc#: 0834345179 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/08/2008 02:27 PM Pg: 1 of 6

(The Above Space For Recorder's Use Only)

AMENDMENT NO. 1 TO FIRST MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

**THIS AMENDMENT NO. 1 TO FIRST MORTGAGE, SECURITY
AGREEMENT AND FIXTURE FILING** (this "Amendment") dated as of this 25th day of July, 2008, by and between DEHLER MANUFACTURING CO., INC., an Illinois corporation (the "Mortgagor"), and PANCO POPULAR NORTH AMERICA, whose address is 9600 West Bryn Mawr, Rosemont, Illinois 60018 (together with its successors and assigns, including each and every holder of the Notes, as defined below, "Mortgagee").

WITNESSETH:

WHEREAS, pursuant to that certain First Mortgage, Security Agreement and Fixture Filing (the "Mortgage") dated November 15, 2006, recorded in the Office of the Cook County Recorder of Deeds, Illinois, on November 20, 2006, as Document No. 0632405261, Mortgagor granted Mortgagee a mortgage on certain real property located in Cook County, Illinois, as more specifically described in Exhibit A attached hereto and made a part hereof, as security for, among other things, Mortgagor's debts, obligations and liabilities to Mortgagee under that certain Credit and Term Loan Agreement dated November 15, 2006 between Mortgagor and Mortgagee (the "Original Loan Agreement"); and

WHEREAS, the Original Loan Agreement has been amended by, that certain Amendment No. 1 to Credit and Term Loan Agreement, dated June 29, 2007, that certain Amendment No. 2 to Credit and Term Loan Agreement, dated November 15, 2007, that certain Amendment No. 3 to Credit and Term Loan Agreement, dated February 22, 2008, that certain Amendment No. 4 to Credit and Term Loan Agreement, dated May 21, 2008, and that certain Amendment No. 5 to Credit and Term Loan Agreement, dated July 25, 2008 (the Original Loan Agreement, as so amended and hereafter further amended, supplemented, modified, restated or extended from time to time, herein called the "Amended Loan Agreement"); and

WHEREAS, the parties desire to amend and modify certain provisions of the Mortgage and to provide that all additional credit extended to Mortgagor by Mortgagee under the Amended Loan Agreement are secured by the Mortgage.

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Mortgage as follows:

1. Recital C. Recital C of the Mortgage is amended and restated in its entirety to read as follows:

Mortgagor and Mortgagee have executed that certain Credit and Term Loan Agreement, dated November 15, 2006, as amended by that certain Amendment No. 1 to Credit and Term Loan Agreement, dated June 29, 2007, as further amended by that certain Amendment No. 2 to Credit and Term Loan Agreement, dated November 15, 2007, as further amended by that certain Amendment No. 3 to Credit and Term Loan Agreement, dated February 22, 2008, as further amended by that certain Amendment No. 4 to Credit and Term Loan Agreement, dated May 21, 2008, and as further amended by that certain Amendment No. 5 to Credit and Term Loan Agreement, dated July 25, 2008 (as hereafter further amended, supplemented, modified, restated or extended from time to time, the "Loan Agreement"), pursuant to which Mortgagee has made or agreed to make, and Mortgagor has accepted, certain credit and term loans in the maximum principal amount of Thirty Nine Million Six Hundred Ninety Four Thousand Five Hundred Forty-two and 00/100 Dollars (\$39, 694, 542) (the "Loans"), which Loans are evidenced by certain promissory notes executed by Mortgagor in favor of Mortgagee (together with any other promissory notes hereafter executed by Mortgagor in favor of Mortgagee under the Loan Agreement, collectively, the "Notes"); and

2. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.


3. Amendment. Except as expressly amended hereby, the Mortgage shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

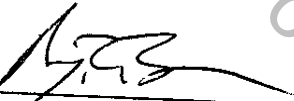
MORTGAGOR:

DEHLER MANUFACTURING CO., INC.

By: 
Name: Edward Jay Herman
Title: President

MORTGAGEE:

BANCO POPULAR NORTH AMERICA

By: 
Name Printed: Anthony Z. Branciaro
Title: AVP

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

MORTGAGOR:

DEHLER MANUFACTURING CO., INC.

By: [Signature]
Name: Edward Jay Herman
Title: President

MORTGAGEE:

BANCO POPULAR NORTH AMERICA

By: [Signature]
Name/Printed: Anthony Z. Baunman
Title: AVP

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STATE OF Illinois)
COUNTY OF COOK) SS

On this 10 day of September, 2008, before me, the undersigned Notary Public, personally appeared Edward Herman, known to me to be the President of Dehler Manufacturing Co., Inc (the "Corporation"), the Illinois corporation that executed the Amendment and acknowledged the Amendment to be the free and voluntary act and deed of the Corporation, by authority set forth in the Articles of Incorporation and by-laws of the Corporation or by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Amendment and in fact executed the Amendment on behalf of the Corporation.



Heidi Kight
Notary Public in and for the State of Illinois

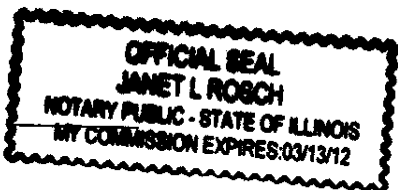
My commission expires:

May 16, 2011

Heidi Kight
Notary's Printed Name

STATE OF Illinois)
COUNTY OF Cook) SS

On this 10th day of November, 2008, before me, the undersigned Notary Public, personally appeared ANTHONY BALITTAZONI, known to me to be the A.V.P of BANCO POPULAR NORTH AMERICA (the "Company"), the company that executed the Amendment, and acknowledged the Amendment to be the free and voluntary act and deed of the Company, by authority set forth in the Articles of Incorporation and by-laws of the Company or by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Amendment and in fact executed the Amendment on behalf of the Company.



Janet L. Rosch
Notary Public in and for the State of ILLINOIS

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EXHIBIT A
TO
AMENDMENT NO. 1 TO MORTGAGE

Legal Description

TRACT 4:
5733-39 Dickens Chicago II.
13-32-226-002-0000
13-32-226-009-0000

Parcel 1:

Lots 24 to 28 Both Inclusive, in Block 5 in central Avenue Subdivision, a Subdivision of that part of the East ½ of the Northeast ¼ of Section 32, Township 40 North, Range 13 East of the third Principal Meridian, lying South of the center of Grand Avenue (except right of way of Chicago, Milwaukee and St. Paul Railroad) all in Cook County, Illinois

Parcel 2:

Lots 1 to 5 Both Inclusive, together with the East ½ of vacated North Menard Avenue which lies West of and adjoining said Lots 1 Through 5 in Central Avenue Subdivision, a Subdivision of that part of the East half of the Northeast quarter of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, lying South of the center line of Grand Avenue (except right of way of Chicago, Milwaukee and St. Paul Railroad) All in Cook county, Illinois.