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AND RECORD AND RETURN TO:

Alvin J. Helfgot
Deutsch, Levy & Engel, Chtd.
225 West Washington Street
Suite 1700
Chicago, IL 60606
(312) 346-1460

ADDRESS OF PROPERTY:

113-125 N Green Street
Chicago, Illinois 60603

PIN: 17-08-422-005-0000
17-08-422-006-0000
17-08-422-007-0000



Doc#: 0932234098 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/18/2009 03:12 PM Pg: 1 of 6

For Recorder's Use Only

GNT # 03-0486

MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND
COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Modification Agreement"), made as of July 1, 2009 by and between CHICAGO-ALLIS MANUFACTURING CORPORATION, a Delaware corporation ("Mortgagor"), and THE PRIVATEBANK AND TRUST COMPANY ("Mortgagee").

WITNESSETH:

THAT WHEREAS, pursuant to a Loan Agreement dated as of July 2, 2008 by and between among Mortgagor and Mortgagee, Mortgagee restructured two loans to Mortgagor into a loan in the principal amount of \$3,396,992.00 (the "Loan").

Repayment of the Loan is secured, in part, pursuant to that certain Mortgage and Security Agreement (the "Mortgage") dated as of July 2, 2008 and recorded in the Office of the Cook County Recorder of Deeds (the "Recorder") on December 11, 2008 as Document No. 0834610032 and by that certain Collateral Assignment of Leases and Rents dated as of July 2, 2008 and recorded with the Recorder on December 11, 2008, as Document No. 0834610033 (the "Assignment").

The Mortgagor has requested and the Mortgagee has agreed to extend the maturity of the Loan, the current principal balance of which is \$3,328,295.00, to January 1, 2010.

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The parties hereto desire to enter into this Modification Agreement for the purpose of modifying the Mortgage and Assignment to provide that the Loan, as extended, is secured by the Mortgage and Assignment.

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

1. The recital provisions are incorporated herein by reference and made a part hereof.

2. Subparagraph (a) on Page 5 of the Mortgage is hereby amended as follows:

"(a) any and all sums due or owing under that certain Amended and Restated Promissory Note dated July 2, 2008 executed by Mortgagor to Mortgagee in the principal sum of \$3,396,992.00, as amended in its entirety by that certain \$3,328,295.00 Amended and Restated Promissory Note of even date herewith, and all extensions, renewals, modifications and substitutions thereof (the "Note")."

3. Paragraph 2(a) of the Assignment is amended in its entirety as follows:

"(a) that certain Amended and Restated Promissory Note dated July 2, 2008 in the principal amount of \$3,396,992.00 executed by Assignor and payable to the order of Assignee, as amended in its entirety by that certain \$3,328,295.00 Amended and Restated Promissory Note of even date herewith, and any and all modifications, renewals, substitutions or extensions thereof (the "Note")."

4. Except as hereinabove otherwise provided, all terms and provisions of the Mortgage and Assignment shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

Signature Page Follows

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IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

CHICAGO-ALLIS MANUFACTURING CORPORATION

By: Charlan B. Hamill

Printed Name and Title: Charlan B. Hamill, President and COO

THE PRIVATEBANK AND TRUST COMPANY

By: [Signature]

Printed Name and Title: MAL SNAIZYS - ASSOCIATE MANAGING DIRECTOR

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STATE OF Ill)
COUNTY OF Cook) SS:

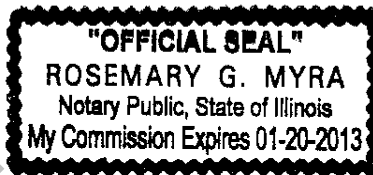
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Charlan B. Hamill, President and COO of Chicago – Allis Manufacturing Corporation personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 1st day of July, 2009.

Rosemary G. Myra
Notary Public

Commission expires:

01.20.2013



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STATE OF IL)
)
COUNTY OF DuPage) SS:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MARC SWANZYS, the Associate Managing Dir. of THE PRIVATEBANK AND TRUST COMPANY 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 and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 1st day of July, 2009.

Christopher C. Hailey
Notary Public

Commission expires:

11-20-12



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EXHIBIT A

Legal Description

LOTS 11, 12, 13, 14, 15, 18, 19 AND 22 IN THE SUBDIVISION OF BLOCK 37 OF CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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