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Prepared By +

Recording Requested By and
When Recorded Mail To:

The PrivateBank and Trust Company
120 South LaSalle Street
Chicago, Illinois 60603
Attn: Ellie Whitlock



Doc#: 1220110064 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/19/2012 11:59 AM Pg: 1 of 12

FIRST AMENDMENT TO MORTGAGE AND TO ASSIGNMENT OF RENTS AND TO COMMERCIAL SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND TO ASSIGNMENT OF RENTS AND TO COMMERCIAL SECURITY AGREEMENT (this "Amendment") is made as of July 12, 2012 and effective as of May 1, 2012 by REMINGTON SCHAUMBURG, L.L.C., an Illinois limited liability company ("Borrower"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation ("Lender").

WITNESSETH:

A. Lender agreed to make two related loans to Borrower (each a "Loan" and collectively, the "Loans") in an aggregate original principal amount not to exceed \$4,500,000 as evidenced by (i) that certain Promissory Note dated as of November 19, 2002 in the principal amount of \$3,500,000 (the "Original Term Note") and (ii) that certain Promissory Note dated as of November 19, 2002 in the original principal amount of \$1,000,000 (the "Original Revolving Note"; together with the Original Term Note, the "Original Notes").

B. As security for the Loans, Borrower executed and delivered to Lender that certain (i) Commercial Security Agreement dated as of November 19, 2002 (the "Security Agreement"), (ii) Mortgage dated November 19, 2002, and recorded December 4, 2002 in the Cook County Recorder of Deeds, State of Illinois, as Document Number 002133701 (the "Mortgage"), and (iii) Assignment of Rents dated November 19, 2002, and recorded December 4, 2002 in the Register Cook County Recorder of Deeds, State of Illinois, as Document Number 0021333702 (the "Assignment of Rents"), together with the Security Agreement and Mortgage, the "Existing Security Documents").

C. Borrower and Lender subsequently entered into (i) a certain Change in Terms Agreement dated August 15, 2007, in connection with certain modifications to the Original Term Note, including reflecting that the outstanding principal balance of the Original Term Note at such time was \$2,940,000 (the "Change in Terms Agreement--Term Note"; the Original Term Note, as so modified, the "Existing Term Note" and (ii) a certain Change in Terms Agreement dated August 15, 2007, in connection with certain modifications to the Original

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Revolving Note (the "Change in Terms Agreement--Revolving Note"; the Original Revolving Note, as so modified, the "Existing Revolving Note").

D. Concurrently herewith, among other things, (i) Borrower has executed and delivered to Lender that certain Amendment to Promissory Note and To Change in Terms Agreement—Revolving Note modifying the Existing Revolving Note ("Amendment to Existing Revolving Note"), and (ii) Borrower has executed and delivered to Lender that certain Amendment to Promissory Note and To Change in Terms Agreement—Term Note modifying the Existing Term Note ("Amendment to Existing Term Note").

F. Borrower and Lender have agreed that, in connection therewith, the Existing Security Documents, shall be amended as set forth herein.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The foregoing facts are true and correct and are incorporated herein by this reference.
2. For avoidance of doubt, the term "Related Documents" as used in the Existing Security Documents shall have the meaning set forth in the Amendment to Existing Revolving Note and Amendment to Existing Term Note.
3. For avoidance of doubt, the term "Note" as used in the Existing Security Documents shall mean the Existing Revolving Note and the Existing Term Note, as amended as referred to herein, and as the same may be amended, modified, restated or extended from time to time.
4. For avoidance of doubt, the term "Indebtedness" as used in the Existing Security Documents shall include all hedging obligations of the Borrower owed to the Lender (or an affiliate of Lender) pursuant to any hedging agreement entered into between the Lender (or an affiliate of Lender) and the Borrower.
5. New sections are added to the Mortgage to read as follows:

Type Of Real Estate. Grantor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.; "Foreclosure Act") or residential real estate (as defined in Section 15-1219 of the Foreclosure Act).

Interest Rate. To the extent the provisions of the Illinois Interest Act (815 ILCS §205/4(l)) apply, the Indebtedness constitutes business loans which come within the purview of 815 Section 205/4(1)(c), as well as loans secured by a mortgage on real estate which comes within the purview of 815 ILCS 205/4(1)(l).

Illinois Mortgage Foreclosure Law. In the event any provision in this Mortgage shall be inconsistent with any provision of the Foreclosure Act, the provisions of

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the Foreclosure Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Act. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Grantor which are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Act in the absence of said provision, Lender shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law. Without limiting the generality of the foregoing, all reasonable expenses incurred by Lender to the extent reimbursable under Sections 15-1510(b) and 15-1512 of the Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

Revolving Credit/Maximum Indebtedness. The Indebtedness secured hereby constitutes "revolving credit" as that term is used in 205 ILCS 5/5d and 815 ILCS 205/4.1. To the fullest extent permitted by law, the lien of this Mortgage shall be valid as to all such indebtedness, including all revolving credit and future advances as are made within twenty (20) years from the date hereof, from the time this Mortgage is recorded. Notwithstanding anything in this Mortgage to the contrary, although the amount of indebtedness secured by this Mortgage may increase or decrease from time to time, the maximum principal amount of the indebtedness secured by this Mortgage at any one time shall not exceed \$5,740,000, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on said real property, with interest on such disbursements.

Collateral Protection Insurance. The following notice is provided pursuant to paragraph (3) of 815 ILCS 180/10: Unless the Grantor provides evidence of the insurance coverage required by the Related Documents, the Lender may purchase such insurance at the Grantor's expense to protect the Lender's interests in the Grantor's collateral. This insurance may, but need not, protect the Grantor's interests. The coverage that the Lender purchases may not pay any claim that the Grantor may make or any claim that is made against the Grantor in connection with the collateral. The Grantor may later cancel any insurance purchased by the Lender, but only after providing evidence that the Grantor has obtained insurance as required by the Related Documents. If the Lender purchases insurance for the collateral, the Grantor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges that the Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the obligations of the Grantor. The costs of the insurance may be more than the cost of insurance that the Grantor may be able to obtain on the Grantor's own.

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Waiver of Right of Reinstatement. To the fullest extent permitted by applicable law Grantor hereby waives statutory right of reinstatement contained in 735 ILCS 5/15-1602.

6. The paragraph "Annual Reports" set forth in the Mortgage is hereby deleted.

7. Borrower covenants and confirms that the property described in the Existing Security Documents, together with the rents, issues and profits thereof, and all collateral described therein, continues to be subject to the lien of the Security Documents, as amended hereby; and further, Borrower hereby confirms that all of the property described therein is subject to all terms and covenants of said Existing Security Documents, as amended hereby, and that this Amendment is also given as security for the repayment of the indebtedness evidenced by and the performance of the obligations of Borrower set forth in the Note, for the performance of all the of the obligations set forth in the Related Documents and for the performance of all the obligations of Borrower set forth herein.

8. This Amendment shall in no way impair the lien, charge or priority of the Mortgage upon all property covered thereby.

9. This Amendment may be executed in any number of counterparts, each of which when taken together shall comprise a single instrument.

10. This Amendment shall be governed by the laws of the State of Illinois.

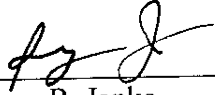
[Signatures begin on next page.]

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IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the date first above written.

MORTGAGOR:

REMINGTON SCHAUMBURG, L.L.C.,
an Illinois limited liability company

By: 
Name: Gary R. Janko
Its: Manager

By: _____
Name: Michael Janko
Its: Manager

[Signatures continue on next page.]

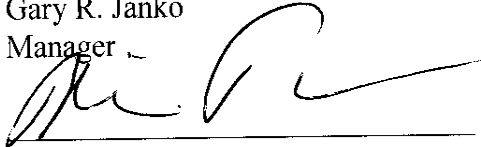
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MORTGAGOR:

REMINGTON SCHAUMBURG, L.L.C.,
an Illinois limited liability company

By: _____
Name: Gary R. Janko
Its: Manager

By: 
Name: Michael Janko
Its: Manager

[Signatures continue on next page.]

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MORTGAGEE:

THE PRIVATEBANK AND TRUST COMPANY,
an Illinois banking corporation

By: Eloise Whitlock
Name: Eloise Whitlock
Title: Managing Director

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STATE OF ILLINOIS)

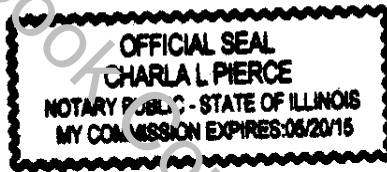
SS.)

COUNTY OF COOK)

Charla L. Pierce, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gary R. Janko, the manager of REMINGTON SCHAUMBURG, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, 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 membership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12 day of July 2012.

Charla L. Pierce
NOTARY PUBLIC
(SEAL)



STATE OF ILLINOIS)

SS.)

COUNTY OF COOK)

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Janko, the manager of REMINGTON SCHAUMBURG, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, 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 membership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ___ day of _____.

NOTARY PUBLIC
(SEAL)

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STATE OF ILLINOIS)

SS.)

COUNTY OF COOK)

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gary R. Janko, the manager of REMINGTON SCHAUMBURG, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, 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 membership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ____ day of _____.

NOTARY PUBLIC
(SEAL)

STATE OF ILLINOIS)

SS.)

COUNTY OF COOK)

_____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Janko, the manager of REMINGTON SCHAUMBURG, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, 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 membership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12 day of July, 2012.

S. Kwatt
NOTARY PUBLIC
(SEAL)



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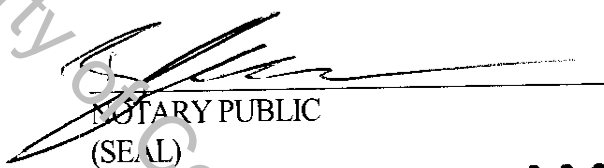
STATE OF ILLINOIS)

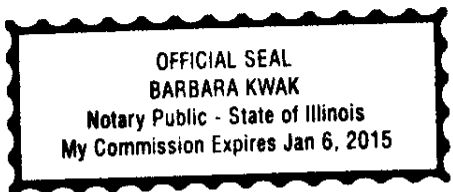
SS.)

COUNTY OF COOK)

Barbara Kwak, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eloise Whittaker, the MD of THE PRIVATEBANK AND TRUST COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, 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 membership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12 day of July, 2012.


NOTARY PUBLIC
(SEAL)

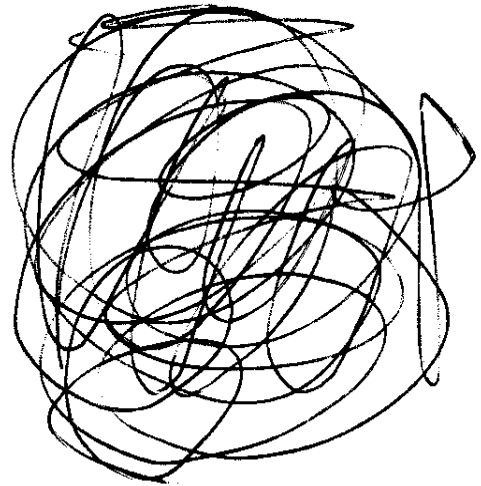


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EXHIBIT A

LEGAL DESCRIPTION

[Attached]



Property of Cook County Clerk's Office

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Property Description:

The land referred to in this policy is described as follows:

PART OF OUT-LOT "F" IN SCHAUMBURG INDUSTRIAL PARK, BEING A SUBDIVISION OF PART THE SOUTHEAST ¼ OF SECTION 11, THE NORTHWEST ¼ OF SECTION 13 AND THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 10, 1969 AS DOCUMENT NO. 20866510 IN COOK COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF REMINGTON ROAD WITH THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 12, SAID POINT OF INTERSECTION BEING 989.16 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ SECTION; THENCE NORTH 87 DEGREES 16 MINUTES 56 SECONDS EAST, ALONG THE SAID SOUTHERLY LINE OF REMINGTON ROAD, A DISTANCE OF 292.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 16 MINUTES 56 SECONDS EAST, AND ALONG THE SAID SOUTHERLY LINE OF REMINGTON ROAD, A DISTANCE OF 600.62 FEET, TO A POINT IN THE WESTERLY LINE OF SCHAUMBURG INDUSTRIAL PARK UNIT NO. 1, AS RECORDED OCTOBER 2, 1964 AS DOCUMENT NO. 19263036; THENCE SOUTH 00 DEGREES 06 MINUTES 50 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 435.00 FEET; THENCE SOUTH 87 DEGREES 16 MINUTES 56 SECONDS WEST, A DISTANCE OF 600.62 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 50 SECONDS WEST, A DISTANCE OF 435.00 FEET TO THE POINT OF BEGINNING.

PIN: 07-12-300-014-0000

Commonly known as 1305-1375 Remington Rd., Schaumburg, IL.

Cook County Clerk's Office