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This document was prepared by, and after recording, return to:

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Property Address. 1900 South 25th Average Broadview, Illinois 60155



Doc#: 1502329083 Fee: \$52.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/23/2015 03:35 PM Pg: 1 of 8

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

This FIRST AMENDMENT TO REVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING dated as of December 17, 2014 (this "Amendment"), is executed by THE SEGERDAHL CORP., an Illinois corporation (the "Mortgagor"), and BANK OF AMERICA, N.A. (successor to LaSalle Bank National Association), a national banking association, its successors and assigns, in its capacity as administrative agent (in such capacity, the "Agent") for the financial institutions from time to time party to the Credit Agreement referred to in the Mortgage (as defined below).

### RECITALS

WHEREAS, the Mortgagor executed and delivered to the Agent that certain Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (as heretofore amended, the "Mortgage") dated as of July 14, 2014, which Mortgage was recorded with the Cook County Recorder of Deeds on July 22, 2014 as Document Number 1420344067, with respect to the real estate legally described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the Mortgagor executed and delivered to the Agent simultaneously with the execution and delivery of this Amendment that certain Amendment No. 7 to Credit Agreement dated as of even date herewith (the "Credit Agreement Amendment No. 7").

WHEREAS, pursuant to the Credit Agreement Amendment No. 7, inter alia, the Lenders have agreed to increase the Term A Loan to \$9,440,000 and increase the Term B Loan to \$19,800,000.

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WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement Amendment No. 7 that the Mortgagor and the Agent execute and deliver this Amendment.

NOW, THEREFORE, in consideration of the premises set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Agent agree to amend the Mortgage as follows:

- 1. The principal amount of the Loan set forth in Recital A of the Mortgage, "64,987,507.56", is deleted and replaced with "\$69,240,000".
- 2. From and after the date hereof, the Mortgage shall be deemed to be amended and modified as herein provided, but, except as so amended and modified, the Mortgage shall continue in full force and effect and the Mortgage and this Amendment shall be read, taken and construed as one and the same instrument. This Amendment is an amendment of the Mortgage and is not a waiver, ar ir pairment, or a novation of the same. The Mortgagor reaffirms all of its obligations, liabilities, duties, covenants, and agreements to and with the Agent pursuant to the Mortgage, as amended hereby, and agrees that such obligations, liabilities, duties, covenants, and agreements shall continue in full force and effect and shall not be discharged, limited, impaired, or, except as expressly provided in this Amendment, affected in any manner whatsoever. The Mortgagor hereby ratifies, confirms and adopts all mortgages, liens, security interests, assignments and encumbrances created ar ier and by virtue of the Mortgage, acknowledges that the same are valid and subsisting, and agrees inct the Mortgage shall continue in full force and effect for the purpose of evidencing and securing all the indebtedness therein described. This Amendment shall not be deemed to release or impair any such mortgage, lien, security interest, assignment or encumbrance or to subordinate the same to any other mortgage, lien, security interest, assignment or encumbrance or otherwise adversely affect the priority thereof.
- 3. The Recitals set forth above constitute an integral part of this Amendment and are incorporated herein and into the Mortgage by this reference with the same force and effect as if set forth herein as the agreements of the parties.
- 4. This Amendment may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.
- 5. Capitalized terms used and not defined herein have the meanings assigned to them in the Mortgage.
- 6. This Amendment shall be binding upon the Mortgagor and the Agent and their respective successors and assigns.
- 7. Whenever possible each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

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8. This Amendment is to be construed in accordance with and governed by the laws of the State of Illinois.



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IN WITNESS WHEREOF, the Mortgagor and the Agent have executed and delivered this First Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing the day and year first above written.

THE SEGERDAHL CORP., an Illinois corporation

|  | By: MA. Bull  |
|--|---|
|  | Name: M. A. Bratshaw  |
|  | Title: CFo  |
|  |   |
| DO OX                                  | BANK OF AMERICA, N.A., as Agent                             |
| 70                                     |   |
|  |   |
| 9                                      | By:   |
| Ox                                     | Name:   |
|  | Title:  |
|  |   |
| STATE OF ILLINOIS )                    | 0_  |
| SS.                                    | $\tau_{\circ}$  |
| COUNTY OF COOK )                       |   |
|  | 0.  |
| The undersigned, a Notary Pul          | plic in and for the said County, in the State aforesaid, DO |
| HEREBY CERTIFY that Marco              | s Bredshaw the nin  |
| OF THE SEGERDAHL CORP., an Illin       | nois corporation who s personally known to me to be the     |
| same person whose name is subscribed   | to the foregoing instrument is such an L                    |
| appeared before me this day in person  | and acknowledged that he/sh/signed and delivered the        |
| said instrument as his/her own free ar | nd voluntary act and as the free and voluntary act of said  |
| corporation, for the uses and purposes | therein set forth.  |
| GIVEN under my hand and not            | arial seal this 17th day of recember 2014.                  |
| ,                                      | 2014.   |
|  |   |
|  | I will be z   |
|  | (Notary Public  |
|  | My Commission Expires:                                      |
| OFFICIAL SEAL<br>DIVINE JOY TANIS      | iviy Commission Expires.                                    |
| Notary Public - State of Illinois      |   |
| Commission Expires Feb 14, 2015        | - ×14115  |
|  | 1. 1  |

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THE SEGERDAHL CORP., an Illinois corporation

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IN WITNESS WHEREOF, the Mortgagor and the Agent have executed and delivered this First Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing the day and year first above written.

By: Name: Droperty Ox Colt BANK OF AMERICA, N.A., as Agent STATE OF ILLINOIS COUNTY OF COOK The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that of THE SEGERDAHL CORP., an Illinois corporation, 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/sine signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this day of **Notary Public** My Commission Expires:

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| STATE OF ILLINOIS ) SS.  |   |
|--|---|
| COUNTY OF COOK )   |   |
| HEREBY CERTIFY that CHREST TO The AMERICA, N.A. (successor to LaSalle Ban association, who is personally known to me to be the foregoing instrument as such ALP and acknowledged that he/she signed and delive voluntary act and as the free and voluntary act therein set for the GIVEN under my hand and notarial seal to CIVEN un | k National Association), a national banking e the same person whose name is subscribed to, appeared before me this day in person red the said instrument as his/her own free and of said corporation, for the uses and purposes |
|  |   |

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### **EXHIBIT A** LEGAL DESCRIPTION

### PARCEL 1:

LOTS 1 TO 36, BOTH INCLUSIVE IN BLOCK 4, TOGETHER WITH ALL OF THE NORTH AND SOUTH VACATED 20 FOOT PUBLIC, ALLEY IN SAID BLOCK 4 LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 11 AND 36 AND THE EAST LINE OF SAID LOT 11 PRODUCED NORTH TO THE SOUTHEAST CORNER OF SAID LOT 36 IN SAID BLOCK 4, LYING NORTH OF AND ADJOINING THE SOUTH LINE OF LOT 10 AFORESAID, IN SAID BLOCK 4 PRODUCED WEST TO THE SOUTHEAST CORNER OF SAID LOT 11 IN SAID BLOCK AND LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT I AFORESAID. IN SAID BLOCK 4. PRODUCED WEST TO THE NORTHEAST CORNER OF SAID LOT 36 IN SAID BLOCK 4 AND ALL OF THE EAST AND WEST VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 4, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 11 TO 23, BOTH INCLUSIVE, IN SAID BLOCK 4, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 24 TO 36, BOTH INCLUSIVE, IN SAID BLOCK 4 LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 11 IN BLOCK 4 PRODUCED NORTH TO THE SOUTHEAST CORNER OF LOT 36 IN BLOCK 4 AS AFORESAID AND LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4 AS AFORESAID AND LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4 PRODUCED NORTH. TO THE SOUTHWEST CORNER OF LOT 24 IN SAID BLOCK 4, ALL IN SHEKLETON BROS. 25TH AVENUE & HARRISON STREET ADDITION TO BROADVIEW, A SUBDIVISION OF TALT OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 16.2 CWNSHIP 39 NORTH. RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED MAY 13,1926 AS DOCUMENT 9273818; ALSO THE NORTH HALF OF THAT PART OF POLK STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 10 TO 23. BOTH INCLUSIVE AND THE SOUTH LINE OF SAID LOT 10 PRODUCED WEST TO THE SOUTHEAST CORNER OF LOT 11, ALL IN SAID BLOCK 4, LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4, PRODUCED SOUTH AND LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 10 IN SAID BLOCK 4, PRODUCED SOUTH IN SAID SHEKLETON BROS. 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, ALL IN COOK COUNTY, ILLINOIS. Off's

### PARCEL 2:

BLOCK 5. TOGETHER WITH THE EAST HALF OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST AND ADJOINING LOT 1 TO 10, BOTH INCLUSIVE, THE WEST HALF OF THE VACATED NORTH AND SOUTH ALLEY LYING EAST AND ADJOINING LOTS IT AND 36 AND THE EAST LINE OF LOT 11 EXTENDED NORTH TO THE SOUTHEAST CORNER OF LOT 36; THENCE NORTH HALF OF THE VACATED EAST AND WEST ALLEY LYING SOUTH AND ADJOINING LOT 24 TO 36, BOTH INCLUSIVE; THE SOUTH HALF OF THE VACATED EAST AND WEST ALLEY LYING NORTH AND ADJOINING LOTS 11 TO 23, BOTH INCLUSIVE, THE SOUTH HALF OF THE VACATED POLK STREET LYING NORTH AND ADJOINING LOTS 24 TO 36, BOTH INCLUSIVE, AND LOT I AND THE NORTH LINE OF LOT I EXTENDED WEST TO THE NORTHEAST CORNER OF LOT 36. ALL IN BLOCK 5 IN SHEKLETON BROS. 25TH AVENUE & HARRISON STREET ADDITION TO BROADVIEW, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13,1926 AS DOCUMENT 9273818, IN COOK COUNTY. ILLINOIS.

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PINs: 15-16-411-037-0000 and 15-16-412-001-0000 THRU -036, inclusive

Property Address: 1900 South 25th Avenue, Broadview, Illinois 60155

