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LOAN MODIFICATION AGREEMENT



THIS LOAN MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 4th day of September, 1986, by and among MAIN BANK, as successor by merger to Wheeling Trust and Savings Bank, not personally but solely as Trustee under the provisions of a deed or deeds of trust duly recorded and delivered to said Trustee and in pursuance of a Trust Agreement dated July 5, 1979 and known as Trust No. 79-302 and MAIN BANK, as successor by Merger to Wheeling Trust and Savings Bank, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee and in pursuance of a Trust Agreement dated October 17, 1977 and known as Trust No. 77-366 (collectively, the "Trustees"), ROAD MATERIALS CORP., a Delaware corporation ("RMC"), E.M. COMPANY, MELAHN CONSTRUCTION Delaware ā corporation ("Construction Company"), GIRRIY-MELAHAN ASPHALT COMPANY, INC., ("Giertz"), Delaware corporation SUBURBAN READY-MIX CORPORATION, a Delaware Colporation, PRESTRESS ENGINEERING CORPORATION, a Delaware corporation ("Prestress"), and WILLIAM (Collectively, "Melahn") (the Delaware corporation ("Suburban"), CORPORATION, Trustees, RMC, Construction Company, Giertz, Standard, Prestress and Melahn are hereinafter sometimes "Borrower"); and INGERSOLL-RAND collectively referred to as CORPORATION, a Delaware corporacion (hereinafter FINANCIAL "Lender").

RECITALS:

WHEREAS, Borrower made, executed and delivered to Lander a certain Promissory Note dated August 12, 1985 in the original principal amount of \$4,822,894.86 (the "Note") and a certain Additional Note of even date therewith in the original principal amount of \$775,630.70 (the "Additional Note"). [The Note and the Additional Note are hereinafter collectively referred to as the "Notes".] The Notes were given in accordance with and pursuant to the terms of that certain Loan Agreement dated June 27, 1985 (the "Loan Agreement") by and among Borrower As security for the Notes, (except the Trustees) and Lender. made, and delivered executed certain documents in favor of Lender including, but not limited to, those certain Mortgages described on Exhibit A attached hereto

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and made a part hereof encumbering the real estate therein described; and

WHEREAS, Borrower has made contemporaneously herewith a principal prepayment on the indebtedness evidenced by the Notes together with a payment of all accrued but unpaid interest through the date of such prepayment (the "Prepayment"); and

WHEREAS, by reason of the Prepayment and facts and circumstances existing as of the date hereof, Lender has agreed to make certain modifications of the terms of repayment of the loan as hereinafter provided;

NOW, THEREFORE, the parties hereby agree as follows:

- 1. The recitals are incorporated by reference herein and made a part hereof.
- 2. No prepayment or other penalty as now called for under the Loan Agreement shall be due from Borrower on account of the Prepayment.
- 3. The principal amount evidenced by the Notes and secured by the Mortgages and other security documents made, executed and delivered pursuant to the Loan Agreement shall hereinafter be \$1,492,593.09 (the "New Indebtedness"). Interest shall acrue on the New Indebtedness from and after the date hereof at the stated interest rate provided in the Notes. The Default Rate (as defined in the Loan Agreement) shall not apply to the remaining principal balance of the New Indebtedness from the date hereof to the Interest Payment Date (as hereinafter defined). Borrower agrees to pay the New Indebtedness and all accrued interest thereon as hereinafter provided.
- 4. Borrower shall make a payment of interest only on June 1, 1987 ("Interest Payment Date") in the amount of all accrued but unpaid interest on the New Indebtedness accruing from the date hereof through the Interest Payment Date. Thereafter, Borrower shall make quarterly payments of principal and interest, each in the amount of \$//7979.30, Accommencing on September 1, 1987 and thereafter on December 1, March 1, June 1 and September 1 of each year during the remaining term of the loan with a final payment of the remaining principal balance due under the Notes together with all accrued but unpaid interest thereon due, if not sooner paid, on September 1, 1991.
- 5. All provisions of the Loan Agreement, the Notes and the Mortgages which are inconsistent with the terms of this

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Agreement shall be null and void from and after the date hereof. The terms of this Agreement shall apply to the payment of the New Indebtedness under the Notes from and after the date hereof provided that any provisions of the Loan Agreement, the Notes or the Mortgages which are not inconsistent with the terms of this Agreement, shall apply to the repayment of the New Indebtedness.

- 6. Except as expressly amended and modified herein, all terms, provisions and covenants under the Loan Agreement, the Notes and the Mortgages shall remain in full force and effect.
- This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOR, the parties have hereunto executed this

Agreement as of the dey and year ab	ove first written.
MAIN BANK, not personally but as Trustee aforesaid under Trust 77-366	ROAD MATERIALS CORP., a Delaware corporation
By: Phillip Gradiling VICE PRES	By: he melelle - Pars
Attest: (Rem. Schlegel ASSI SEC	Attest: Chief Klewhar
E.M. MELAHN CONSTRUCTION COMPANY, a Delaware Corporation	GIERTZ-MELAHAN ASPHALT COMPANY, Inc., A Delaware Corporation
By: Wmplake-Piss	By: Leon Meloha - PRES
SUBURBAN READY-MIX CORPORATION, a Delaware corporation	STANDARD READY-MIX CORPORATION, a Delaware corporation
By: Complake Pecs	By: Complake-PRES
PRESTRESS ENGINEERING CORPORATION, a Delaware corporation	MATN BANK, not personally but as Trucke under Trust 79-302
By: womelehu lew	By: Oliving Stoler
	Attest: A h Colo

Asst. Secretary

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WILLIAM A. MELAHN JOAN MELAHN JOAN MELAHN	•
INGERSOLL-RAND FINANCIAL CORPORATION, a Delaware corporation	
By: and Molelly Region MANAGER	
Attest: Mildle Counson	
This instrument prepared by: P.I.N 23-33-20-010-000	ۯ
Paula Kaplan Berger Ruberry, Palmer, Phares & Smetina 250 S. Wacker Drive Suite 1600 Chicago, Illinois 60614 Address - 96th Ave. Palmer, Phares & Smetina Palos Kunchip, Illinois Kunchip, Illinois 60614	
STATE OF ILLINOIS) SS. COUNTY OF C O O K)	
I, the County and State aforesaid, do hereby certify that The county and State aforesaid, do hereby certify that The county and The Said Main Bank, an and corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and purposes therein	

set forth.

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STATE OF ILLINOIS) OUNTY OF C O O K)
I, ALAN R. ORSCHEL , a Notary Public in and for the County and State aforesaid, do hereby certify that W.M. MELAHO and CHRISMAN NEWKIRK ACL and Dice face , of the said Road Materials Corp., a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foreyoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and purposes therein set forth
GIVEN under my hand and Notarial Seal this 4th day of September, 1986. Ma Mull Molary Public
My commission expires:
12-7-85
STATE OF ILLINOIS)
COUNTY OF C O O K) SS.
I, ALAN R. OR SCHEL, a Notary Public in and for the County and State aforesaid, do hereby Certify
and, of the said E.M. Melahn Construction
Company, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said
instrument as their free and voluntary act and as the free and
voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and
purposes therein set forth.

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COUNTY OF C O O K) SS.							
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in and for the County that wm. MELAHN an	ind St	ate afore	said,	do he	reby	certi	fy
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Company, Inc., a Delaware be the same persons whose	corp	oration, p	ersona	lly kn	own to	o me	to
instrument as such offi	cers,	appeared	before	e me	this	day	in
person and acknowledged thistrument as their free	that t	hey signed	and	delive	red the	he sa	id
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STATE OF ILLINOIS)) SS.
COUNTY OF C O O K)
I, ALAN R. DRSCHEL, a Notary Public in and for the County and State aforesaid, do hereby certify
and of the said Suburban Ready-Mix Corpora-
tion, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said
instrument is their free and voluntary act and as the free and
voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and
purposes therein set forth.
GIVEN under my hard and Nobarial Seal this 4th day of September, 1936.
September, 1904.
Notary Public
My commission expires:
12-3-86
My commission expires: 12-3-86 STATE OF ILLINOIS) SS. COUNTY OF C O O K)
STATE OF ILLINOIS) SS.
COUNTY OF C O O K)
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in and for the County and State aforesaid, do hereby certify
that Wm. mFLAHN and, PCS and, of the said Standard Reedy-Mix Corpora-
tion, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such officers, appeared before me this day in
person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and
voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and
purposes therein set forth.

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September, 1986. September, 1986. Notary Public
My commission expires:
12-3-86
STATE OF ILLINOIS)
COUNTY OF C O O K
I, ALAN R. OR SCHEL, a Notary Public in and for the County and State aforesaid, do hereby certify that Wm. MFLAHN and of the said Prestress Engineering Corporation, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, applicated before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 4th day of September, 1986. Manual Motary Public Notary
My commission expires:

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STATE OF ILLINOIS)
COUNTY OF C O O K)

I, ALAN R. DRSCHEL, a Notary Public in and for the County and State aforesaid, do hereby certify that and A.S. Col DRERC, N.W. LAVINE and of the said Ingersoll-Rand Financial Corporation, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation under authority vested in them by the Board of Directors of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of Siptember, 1986.

Notary Public

My commission expires:

12-3-86

STATE OF ILLINOIS)

COUNTY OF C O O K)

I, ALAN R. DRSCHFL, a Notary Public in and for the County and State aforesaid, do hereby certify that William A. Melahn, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation under authority vested in him by the Board of Directors of said corporation for the uses and purposes therein set forth.

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EXHIBIT A

Mor tgages

- Mortgage dated June 27, 1985, recorded June 28, 1985 as Document No. 1727423 (Kane County)
- Mortgage dated June 17, 1985, recorded June 27, 1985 2. Document No. #911077 (McHenry County)
- Mortgage dated June 27, 1985, recorded June 28, 1985 3. as Socument No. 85082404 (Cook County).
- Mortgage Cated June 27, 1985, recorded July 1, 1985 as 4. Document No. 911075 (McHenry County).
- Mortgage dated June 27, 1985, recorded July 1, 1985, 5. as Document No. 55 1796.
- Mortgage dated June 27, 1985, recorded June 28, 1985 as Document No. 17274.28 (Kane County).
- 7. Mortgage dated June 27, 1985, recorded July 1, 1985, mas Document No. 911076 (Mchenry County).
- Mortgage dated June 27, 1985, recorded July 1, 1985 as Document No. 413578 (Livingston County). Clart's Office

Mail to:

Alan Orschel III W Monroe Orgo, IC

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A CONTRACTOR

EXCULPATORY CLAUSE

Is is expressly understood and agreed by and between the parties here to, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indamnities, representations, covenants, undertakings and agreements of said Trustee are navertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the MAIN BANK or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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