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MORTGAGE MODIFICATION AGREEMENT

70-37-203 DN

This Mortgage Modification Agreement ("Modification Agreement") dated, as of April 24, 1986, by National Gypsum Company, a Delaware corporation having its chief executive offices at 4500 Lincoln Plaza, Dallas, Texas 75201-3318 (hereinafter called "Mortgagor") to Citicorp Industrial Credit, Inc., 2700 Diamond Shamrock Tower, 717 North Harwood, L.B. #85, Dallas, Texas 75201 (hereinafter called the "Mortgagee"), individually and as agent for the financial institutions listed as or from time to time constituting, the Senior Lenders under that certain Credit and Security Agreement dated as of April 15, 1986, by and among National Gypsum Company, American Olean Tile Company, Inc. (hereinafter "Tile"), the Senior Lenders and Citicorp Industrial Credit, Inc. (hereinafter the "Loan Agreement").

14⁰⁰

WITNESSETH:

doc. #86168902

WHEREAS, Mortgagor entered into a First Mortgage dated, for convenience of record, as of April 15, 1986, but actually executed and delivered on April 24, 1986, *recorded as* in favor of Mortgagee ("Mortgage"), mortgaging to Mortgagee the property described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Mortgage, as executed, inadvertently omitted a provision providing for the revolving nature of the loan secured by the Mortgage, and the priority of the Mortgage over other liens and encumbrances; and

WHEREAS, Mortgagor is desirous of correcting such inadvertent omission so as to modify the Mortgage as provided in this Modification Agreement; and

WHEREAS, Mortgagee has made disbursement under the Note as described and defined in the Mortgage;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees that the Mortgage shall be amended as follows:

1. Paragraph 28 shall be added to the First Mortgage, and shall read as follows:

"28. The Note evidences a "revolving credit" as defined in Illinois Revised Statutes, Chapter 17, paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note and Loan Agreement to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made."

86221750

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2. Mortgagor hereby reaffirms all covenants, representations and warranties made by it in the Mortgage to the extent the same are not amended hereby and agrees that all such covenants, representations and warranties should be deemed to have been remade as of the date of this Modification Agreement.

3. Except as specifically amended hereinabove, the Mortgage shall remain in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Modification Agreement has been duly executed as of the day and year first above written.

National Gypsum Company,
a Delaware corporation

By

William
Vice President

Attest:

Richard J. [Signature]
Assistant Secretary

AFFIX CORPORATE SEAL

REC-3 PM 3:16

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This document was prepared by
and after recording should be
returned to:

James L. Marovitz
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

BOX 933-HV.

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EXHIBIT A
TO
MORTGAGE DATED as of April 15, 1986
between
NATIONAL GYPSUM COMPANY, Mortgagor
and
CITICORP INDUSTRIAL CREDIT, INC.,
as aforesaid, Mortgagee

21800 Maple St.,
Matteson

Legal Description of the Premises:

31-26-117-001
-002

Parcel 1

31-26-118-007
-008

That part of Lot 1 of County Clerk's division of the SE40TNW4 OS26 26, Township 35 North, Range 13 East of the Third Principal Meridian, lying South of the right of way line of Elgin, Joliet and Eastern Railroad Company's right of way (except that part of said lot described as beginning at a point of intersection of said South right of way line and East line of Lot 1; thence South along said East line 19 feet; thence Northwesterly along a straight line to a point in said South right of way line which is 75 feet West of the East line of said Lot 1; thence East along said South right of way line, 75 feet to place of beginning;

Also, the North 49 feet of the West 264.5 feet of Lot 6 in aforesaid County Clerk's division of the South East 1/4 of the North West 1/4 of Section 26, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2

The North 1/2 of the North 1/2 of the South 1/2 and that part of the North 1/2 lying South of the South right of way of the Elgin, Joliet and Eastern Railroad Company, of Lot 2 in Miller, Lewis and Miller's Subdivision of the West 1/2 of the West 1/2 of Section 26, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3

All of Lots 3, 5, 6 and 7 in the County Clerk's Division of the South East 1/4 of the North West 1/4 of Section 26, Township 35 North, Range 13 East of the Third Principal Meridian (except the 6 following described tracts of land:

- 1) That part of Lots 3 and 7 lying North of the South right of way line of the Elgin, Joliet and Eastern Railroad Company;
- 2) The North 49 feet of the West 264.5 feet of Lot 6 aforesaid;
- 3) A tract of land described as follows:

Beginning at a point on the West line of the aforesaid Lot 3, being a point where said line is intersected by the South line of the right of way of the Elgin, Joliet and Eastern Railroad Company, said right of way line being 43 feet South of and parallel to the South main track of said railroad; thence Southeasterly along the 10 degree and 30 minutes curve convex to the North East parallel to the Southerly line of

31-26-118-010
-001
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86221750

land conveyed to the Illinois Central Railroad Company by deed recorded as Document Number 6478016, for a distance of 300 feet; thence Southeasterly along the 12 degree and 52 minutes curve convex to the North East for a distance of 164 feet to a point in the Southerly line of the 100 foot strip of land conveyed to the Illinois Central Railroad Company by deed recorded as Document Number 6374252; thence Southeasterly along the Southerly line of the aforesaid 100 foot strip to the Easterly line of Lot 7 which line is also the Westerly right of way line of said Illinois Central Railroad Company; thence Northeasterly along the Easterly line of Lot 7 to the Northerly line of the aforesaid 100 foot strip; thence Northwesterly along the said Northerly line of said 100 foot strip to the Westerly line of Lot 7; thence Northeasterly along said Westerly line of Lot 7 to the South right of way line of the Elgin, Joliet and Eastern Railroad Company; thence Westerly along said South right of way line of the Elgin, Joliet and Eastern Railroad to the place of beginning;

4) That part of Lot 7 in the County Clerk's division aforesaid bounded and described as follows:

Beginning at the South East corner of aforesaid Lot 7, said South East corner being a point in the Westerly line of the 200 foot right of way of the Illinois Central Railroad Company; thence running Westerly along the South Line of said Lot 7, 54.5 feet to a point 50 feet distant Westerly from said right of way line measured at right angles thereto; thence Northeasterly parallel to said right of way line, 635.5 feet; thence Northerly and Northwesterly along a 12 degree 52 minutes curve to the left, a distance of 332 feet to the Southerly line of the 100 foot strip of land conveyed to the Illinois Central Railroad Company by deed recorded as Document Number 6374252; thence Southeasterly along a curve convex to the North East having a radius of 523.6 feet along the Southerly line of the aforesaid 100 foot strip conveyed in Document 6374252 aforesaid, 284 feet to a point in the East line of Lot 7, 691.6 feet Northerly from a point of beginning; thence Southeasterly along said East line, 691.6 feet to the place of beginning;

5) The Easterly 50 feet of that part of Lot 7 in the County Clerk's division aforesaid which lies South of the Elgin, Joliet and Eastern Railroad right of way and North of the 100 foot strip conveyed in Document Number 6374252 aforesaid; all in Cook County, Illinois;

6) That part of Lot 7 in the County Clerk's division of the South East 1/4 of Section 26, Township 35 North, Range 13 East of the Third Principal Meridian bounded and described as follows: commencing at the intersect of the South line of said Lot 7 and a line 50 feet West of and parallel to the East line of said Lot 7 (said line being Westerly right of way line of the Illinois Central Railroad) thence North 295.05 feet on said Westerly right of way line thence North West on a line norm to said right of way line a distance of 70 feet thence South West 110 feet on a line normal to last described line thence South East 40 feet on a line normal to last described line thence South West 197.17 feet on a line normal to last said line and 30 feet West of and parallel to the West line of the Illinois Central Railroad to the South line of Lot 7, thence East 32.35 feet to the point of beginning all in Cook County, Illinois.

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STATE OF TEXAS §
 § SS.
COUNTY OF DALLAS §

On this 19th day of May, 1986, before me appeared A. H. Swanson to me personally know, who, being by me duly sworn, did say that he is the Vice President of National Gypsum Company, a corporation of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said A. H. Swanson acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public



Edward A. Butler
Notary Public, State of Texas
Commission Expires 4-3-88

Property of Cook County Clerk's Office

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