

MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS MODIFICATION is dated as of the 1st day of March, 1988, by and between REMKE INDUSTRIES, INC. ("Borrower") and THE FIDELITY MUTUAL LIFE INSURANCE COMPANY ("Lender").

#### WITNESSETH:

\$17.00

WHEREAS, Borrower executed and delivered to Lender a certain Principal Note dated December 23, 1987, in the principal amount of SEVEN AUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00) DOLLARS (the "Note"); and

WHEREAS, Borroler and Lender did, by Modification of Principal Note dated of ever date herewith (the "Modification of Principal Note"), modify and amend the Note by decreasing the monthly amortization payments as set forth therein; and

WHEREAS, as security for the Note, Borrower did execute and deliver to Lender a Mortgage and Security Agreement (the "Mortgage") dated December 23, 1987, which Mortgage was recorded on December 23, 1987 in the Office of the Recorder of Deeds of look County, Illinois as Document No. 87672985, on certain real estate as described on Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, to further secure the payment of the Note, Borrower did execute and deliver to Lender an Assignment of Rents and Lessor's Interest in Leases (the "Assignment of Rents") dated

THIS DOCUMENT PREPARED BY: Benjamin D. Steiner Katz Randall & Weinberg 200 North LaSalle Street Suite 2300 Chicago, Illinois 60601

KRW File No. 1836.65

PROPERTY ADDRESS:

310 Chaddick Drive Wheeling, Illinois

P.I.N.:

03-11-400-001

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December 23, 1987, which Assignment of Rents was recorded on December 23, 1987 with the Recorder of Deeds, Cook County, Illinois as Document No. 87672986; and

WHEREAS, Borrower and Lender desire to modify the Mortgage and the Assignment of Rents to refer to the Note as amended by the Modification of Principal Note.

NON, THEREFORE, in consideration of the covenants, promises and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The foregoing recitals are hereby incorporated into this Modification as if fully set forth in this Paragraph 1.
- 2. The Mortgage and Assignment of Rents shall be deemed to secure the Note as modified by Morification of Principal Note wherein the monthly amortization payments are decreased from EIGHT THOUSAND SIX HUNDRED SIX AND 25/100 (\$8,603.25) DOLLARS to EIGHT THOUSAND TWO HUNDRED NINETY AND 49/100 (\$8,290.49) DOLLARS.
- 3. This agreement shall be governed and construed under the laws of the State of Illinois.
- 4. Except as modified herein, the terms, conditions and covenants of the Mortgage and the Assignment of Rents shall remain unchanged and otherwise in full force and effect. In the event of any inconsistencies between this Modification and the Mortgage and the Assignment of Rents, the terms herein shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Modification of Mortgage and Security Agreement and Assignment of

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Rents and Lessor's Interest in Leases as of the day and year first above written.

BORROWER	REMKE INDUSTRIES, INC.
ATTEST;	
Its: off men	By: Thomas L. Bail
LENDER ATTEST:	THE FIDELITY MUTUAL LIFE INSURANCE COMPANY
1ts: Formanial Secretary	By: The President
STATE OF ILLINOIS )	
COUNTY OF COOK )	
and for said County, in the State that Themes L. O'Gara REMKE INDUSTRIES, INC., and LOEAL Secretary of said Corporation, who	aroresaid, DO HEREBY CERTIFY as, as Afformed, as, as Afformed,
the same persons whose names are sinstrument as such	ubscripud to the foregoing  President and attarate
Socretary of said Corporation, ros day in person and acknowledged tha said instrument as their own free and voluntary act of said Corporat therein set forth; and said there acknowledge that he, as cust	pactivery, appeared before me this they signed and delivered the and voluntary act and as the free ion, for the waes and purposes
there acknowledge that he, as cust said Corporation, did affix the co to said instrument as his own free and voluntary act of said Corporat	rporate seal of salt Corporation and voluntary act ard as the free
therein set forth.	175.
GIVEN under my hand and n of, 1988.	otarial seal this <u>/5+</u> day

Notary Public /

"OFRICIAL SEAU"
JEAN M. PROVENZANO
Nationy Folics
State of Hillings, County of Cook
My Commission Empires 3/20/90

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STATE OF ILLINOIS COUNTY OF GOOK DEIRWARE I, DONNA METRICARH

and for said County, in the State aforesaid, DO HEREBY CERTIFY that Poy N. MENT as President of President of THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, and E. S. MEADOWCROFT as IMPROVIDED Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and Phancial Secretary of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and MEADOWCRULT signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the user and purposes therein set forth; and said <u>FINANCIA</u>
Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth. Al seal th

Linua Metary Public

DONNA METRICARTI, Notary Public
Radnor Twp., Delaware Co.
My Commission Expires July 29, 1991 GIVEN under of nand and notarial seal this 19th day , 1988. 200 A) NON

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Property of Cook County Clerk's Office

#### LEGAL DESCRIPTION

Lot 33 and 34 in Palwaukee Business Center Unit Two, being a Subdivision in the South East 1/4 of Section 11, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

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