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FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This First Amendment to Mortgage and Security Agreement (the "Amendment"), dated as of August 26, 1992, is made by and between THE FAUCET-QUEENS, INC., a Delaware corporation (the "Mortgagor"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Mortgagee").

DEPT-01 RECORDING $33.00
T#4444 TRAN 7220 09/16/92 14:43:00
#5157 # *-92-686244
COOK COUNTY RECORDER

R E C I T A L S:

A. The Mortgagor has entered into the following loan agreements with the Mortgagee:

(i) A certain Term Loan Agreement (herein, as amended, modified, restated, or supplemented from time to time, called the "Term Loan Agreement") dated as of even date herewith;

(ii) A certain Line of Credit Agreement (herein as heretofore and hereafter amended, modified, restated, or supplemented from time to time, called the "Line of Credit Agreement"), dated as of June 26, 1992, and amended by an Amendment of even date herewith;

(iii) A certain Commercial Letter of Credit and Security Agreement (herein as heretofore and hereafter amended, modified, restated or supplemented from time to time, called the "Letter of Credit Agreement"), dated as of June 26, 1991 and amended by an Amendment of even date herewith; and

(iv) A certain Loan Agreement (herein as amended, modified, restated, or supplemented from time to time, called the "Construction Loan Agreement"), dated as of January 1, 1991.

The Term Loan Agreement, the Line of Credit Agreement, the Letter of Credit Agreement, and the Construction Loan Agreement are referred to collectively herein as the "Loan Agreements" and individually as a "Loan Agreement".

B. Pursuant to the Loan Agreements the Mortgagor has executed and delivered to the Mortgagee the following promissory notes:

(i) A certain Mortgage Note (herein, such Mortgage Note, together with any and all amendments and supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Mortgage Note") dated as of January 1, 1991 payable to the order of the Mortgagee in the original principal amount of $1,900,000.00;

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To: Trombino

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(ii) A certain Term Note (herein, such Term Note, together with any and all amendments and supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Term Note"), dated as of even date herewith, payable to the order of the Mortgagee in the original principal amount of $500,000.00; and

(iii) A certain Line of Credit Note (herein, such Line of Credit Note, together with any and all amendments and supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Line of Credit Note"), dated as of even date herewith, payable to the order of the Mortgagee in the original principal amount of $1,650,000.00.

The Mortgage Note, the Term Note, and the Line of Credit Note are referred to collectively herein as the "Promissory Notes" and individually as a "Promissory Note".

C. Pursuant to the Construction Loan Agreement the Mortgagor executed and delivered to the Mortgagee a certain Mortgage and Security Agreement (the "Original Mortgage"), dated as of January 1, 1991 which encumbers the real estate described on Exhibit A hereto and was recorded on February 8, 1991 in the Recorder's Office of Cook County, Illinois as Document No. 91062124.

D. The Mortgagor and the Mortgagee wish to amend the Original Mortgage so that it will secure, in addition to the other indebtedness secured thereby, the indebtedness which is evidenced by the Term Note and the Line of Credit Note and the indebtedness which was created pursuant to and is governed by the Term Loan Agreement, the Line of Credit Agreement, and the Letter of Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency whereof are hereby acknowledged by the Mortgagor and the Mortgagee, the Mortgagor and Mortgagee hereby agree as follows:

1. In addition to and not in limitation of the indebtedness and other obligations secured by the Original Mortgage which are described therein the Original Mortgage shall secure the following:

(a) Payment of the indebtedness evidenced by either or both of the Term Note and the Line of Credit Note, including principal thereof and interest thereon, and performance of all obligations of the Mortgagor under either or both of the Term Note and the Line of Credit Note; and

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(b) Performance and observance by the Mortgagor all the terms, covenants and provisions of and payment of all amounts owed by the Mortgagor to the Mortgagee pursuant to any or all of the Term Loan Agreement, the Line of Credit Agreement, and the Letter of Credit Agreement.

2. Section 4.1 of the Original Mortgage is hereby amended so that the term "event of default" shall mean in addition to and not in limitation of the other things meant thereby and included therein the occurrence of the following:

Any default or event of default, or any event which might become such with notice or the passage of time or both, or any similar event, or any event which requires the prepayment of borrowed money or the acceleration of the maturity thereof, under the terms of any evidence of indebtedness or other agreement issued or assumed or entered into by the Mortgagor or any subsidiary or under the terms of any indenture, agreement or instrument under which any such evidence of indebtedness or other agreement is issued, assumed, secured or guaranteed, and such event shall continue beyond any applicable period of grace, including without limitation, the occurrence of an "Event of Default" under the terms of any or all of (i) the Line of Credit Agreement, (ii) the Letter of Credit Agreement, and (iii) the Term Loan Agreement.

3. The maximum indebtedness which may be secured by the Original Mortgage at any one time is hereby increased from $5,000,000.00 to $10,000,000.00.

4. All references in the Original Mortgage to the "Mortgage" shall be deemed to mean and include the Original Mortgage as amended hereby.

5. The Mortgagor expressly agrees and understands that this Amendment shall not be construed as a novation of the Original Mortgage.

6. Except as and to the extent amended by this Amendment, the Original Mortgage and all of the terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

7. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an

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original, but all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee executed and delivered this Amendment pursuant to proper authority duly granted, as of the date first above written.

THE FAUCET-QUEENS, INC., a Delaware corporation

By: _____
Name: John W. Lehmen
Title: President

THE NORTHERN TRUST COMPANY, an Illinois banking corporation

By: _____
Name: JEFFREY C. DOUGLAS
Title: Second Vice President

This instrument was prepared by and upon recordation should be returned to:

Rex A. Palmer
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sonja C. Johnson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John W. Lehman personally known to me to be the President of THE FAUCET-QUEENS, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President of said corporation, he signed and delivered the said instrument pursuant to proper authority duly given by the Board of Directors of said corporation as h__ free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August, 1992.

Notary Public

My commission expires:

OFFICIAL SEAL
SONJA CARLSON-JOHNSTON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 4, 1993

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

LOTS 29 THROUGH 32, INCLUSIVE IN PALWAUKEE BUSINESS CENTER UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Numbers:
03-11-409-009
03-11-409-010
03-11-409-011
03-11-409-012

Address of Premises:

401 Chaddick Drive
Wheeling, Illinois

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