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ROOKS, PITTS AND POUST

COOK COUNTY, ILLINOIS
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This Instrument Was Prepared By
And When Recorded Please Return To:

Fred R. McMorris
Rooks, Pitts and Poust
201 Naperville Road
Wheaton, Illinois 60187

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NBD BANK WOODRIDGE
7501 SOUTH LEMONT ROAD
WOODRIDGE, ILLINOIS 60517-2698

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THIRD AMENDMENT AGREEMENT TO LOAN DOCUMENTS

RE: 9630 South 76th Street
Hickory Hills, Illinois 60457

THIS THIRD AMENDMENT AGREEMENT TO LOAN DOCUMENTS (this "Agreement") is made and effective as of June 1, 1992, between **TRI STATE ROOFING and SIDING WHOLESALE, INC.**, an Illinois corporation (the "Borrower") and **NBD BANK WOODRIDGE**, formerly known as Heritage Bank, having its principal office at 7501 South Lemont Road, Woodridge, Illinois 60517-2698, its successors and assigns (the "Bank").

W I T N E S S E T H:

WHEREAS, the Bank has loaned to the Borrower the sum of $310,000.00, as evidenced by a note dated May 21, 1987, made by the Borrower and payable to the Bank (the "Note"); and

WHEREAS, in addition to the Note, the Borrower has executed and delivered to the Bank certain other documents which provide for, secure repayment of, or otherwise relate to, the loan, including but not limited to a certain Mortgage, Assignment of Rents and Security Agreement dated May 21, 1987 and recorded June 3, 1989 with the Cook County Recorder of Deeds as Document Number 87300727 (the "Mortgage"); constituting a lien upon the property legally described upon Exhibit A attached hereto (the "Premises"); and

WHEREAS, the Bank has loaned to Borrower the additional sum of $175,000.00 as evidenced by a second note dated June 16, 1989, (the "Second Note"), and a Mortgage, Assignment of Rents and Security Agreement dated June 16, 1989 and recorded June 26, 1989 with the Cook County Recorder of Deeds as Document Number 89289126 (the "Second Mortgage") constituting a lien upon the Premises (the above-referenced loans are collectively referred to hereinafter as the "Loan");

WHEREAS, in connection with the Loan Borrower has also executed certain other documents evidencing additional security and repayment of the Loan, including but not limited to an Assignment of Rents, Leases and Contracts dated February 16, 1989, and recorded on July 13, 1989 with the Cook County Recorder of Deeds as Document Number 89317846; and

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BOX 333

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WHEREAS, Borrower and Bank have further amended the terms of the Loan, and Borrower has executed a Mortgage and Assignment Modification Agreement dated September 27, 1989, and a Second Mortgage Modification Agreement dated September 27, 1989; and

WHEREAS, all of the aforementioned loan documents are collectively referred to hereinafter as the "Loan Documents"; and

WHEREAS, under the Loan Documents the outstanding principal balance as of the effective date hereof is approximately $256,286.97;

WHEREAS, under the terms of the Loan Documents the Loan is due and payable in full on June 1, 1992 (the "Maturity Date"); and

WHEREAS, the Borrower and the Bank wish to enter into this Agreement in order to amend the terms of the Loan as provided herein and to set forth certain additional agreements of the Borrower as also provided herein; and

NOW, THEREFORE, in consideration of the premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The above and foregoing recitals are incorporated into and made a part of this Agreement.

2. **Extension of Maturity Date.** The Maturity Date is hereby extended from June 1, 1992 to January 31, 1993.

3. **Assignment of Proceeds.** As additional security for the Loan the Borrower hereby assigns, transfers and sets over to Bank any and all claims, privileges, rights, title and interest it may have in and to the application(s) for reimbursement made to the Illinois Environmental Protection Agency under the Leaking Underground Storage Tank Reimbursement Fund ("LUST Reimbursement") for costs incurred for removal of underground storage tanks on the Premises and corrective action to the Premises, along with any and all proceeds of LUST Reimbursement which the Borrower is entitled to receive.

4. **Contingent Acceleration.** In the event that the Bank, in its sole discretion, determines at any time prior to the Maturity Date that LUST Reimbursement will not be tendered to Borrower from the Illinois Environmental Protection Agency the Bank may, upon notice to Borrower, accelerate the Maturity Date of the Loan.

5. **Terms.** Upon the effective date hereof, all other terms of the Loan Documents shall remain the same, except as hereinafter provided in this Agreement.

6. **Loan Disbursement.** Subject to the terms and conditions in the Note and the other Loan Documents, the proceeds of this Loan shall be disbursed as follows: On the effective date the Bank shall from the first disbursement of the loan proceeds evidenced by this Agreement disburse funds necessary to pay any loan expenses then due. The Borrower hereby requests and

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authorizes the Bank to make advances directly to the Bank for payment and reimbursement of all interest, charges, costs and expenses incurred by the Bank in connection with the Loan, including but not limited to (i) interest due on the Loan and any points, loan fees, service charges, commitment fees, or other fees due to the Bank in connection with the Loan; (ii) all title examination, survey, environmental audit expense, escrow, filing, search, recording and registration fees and charges; (iii) all fees and disbursements of engineers engaged by the Borrower and the Bank; (iv) all documentary stamp and other taxes and charges imposed by law on the issuance or recording of any of the Loan Documents; (v) all appraisal fees; (vi) all title, casualty, liability, payment, performance or other insurance or bond premiums; (vii) all fees and disbursements of legal counsel engaged by the Bank in connection with the Loan; and (viii) any and all costs associated with any environmental remediation of the Premises. If any disbursement of the loan proceeds evidenced by this Agreement is made by the Bank into an escrow, those proceeds shall, for purposes of calculation of interest, be considered to be disbursed to the Borrower upon the date of deposit into that escrow, and interest shall begin to accrue on that disbursement of those loan proceeds at the Interest Rate from that date.

7. **Current Representations And Warranties.** To induce the Bank to enter into this Agreement, the Borrower hereby represents and warrants to the Bank as follows:

a. **Financial Statements.** The most recent financial statements for the Borrower provided to the Bank fairly present the financial condition of the Borrower at the date thereof and the Borrower's results of operations for the period(s) covered thereby.

b. **No Default.** No default or event of default under the Note or the Loan Documents has occurred and is continuing, and no event has occurred and is continuing that, with the giving of notice or passage of time or both, would constitute such a default or event of default.

c. **Continued Accuracy.** Each and every representation and warranty made by the Borrower in favor of the Bank in connection with the Loan remains accurate in all respects, subject only to changes expressly permitted by the Bank.

8. **Reaffirmation.** To the extent any term(s) or condition(s) in the Note or any of the Loan Documents shall contradict or be in conflict with the amended terms of the Loan as set forth herein, such terms and conditions are hereby deemed modified and amended accordingly upon the effective date hereof, to reflect the terms of the Loan as so amended herein. All terms of the Note and the Loan Documents, as amended hereby, shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower to the Bank. Upon the effective date hereof, the Borrower herein restates, ratifies and reaffirms each and every term and condition set forth in the Note and the Loan Documents as amended herein.

9. **Certification.** To further induce the Bank to enter into this Agreement the Borrower is delivering to the Bank contemporaneously herewith a certificate of the Borrower's Secretary or an Assistant Secretary as to the resolutions of the Borrower's Board of Directors

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approving this Agreement and the incumbency and signatures of the officers of the Borrower signing this Agreement.

10. **Extensions, Renewals, Modifications, Replacements, Amendments.** The Borrower acknowledges that the Mortgage(s) and Assignment(s) of Rents secures the indebtedness or obligations evidenced by the Loan Documents including any indebtedness evidenced by extensions, renewals, modifications, replacements, or amendments without limit as to the number or frequency, including this Agreement.

11. **Future Advances.** The Bank may, at its option upon request of the Borrower, at any time before full payment of the secured indebtedness under the Mortgage(s) (the "Secured Indebtedness"), make further advances to the Borrower, and the same with interest, shall be on a parity with, and not subordinate to, the Secured Indebtedness and such advances shall be secured hereby in accordance with all covenants and agreements contained in the Mortgages and this Agreement, provided that the amount of principal secured hereby and remaining unpaid shall not, including the amount of such advances, exceed ten times the original principal sum of the Secured Indebtedness, plus disbursements as herein provided, and further provided, that if the Bank shall make further advances as aforesaid, the Borrower shall repay all such advances in accordance with the Note or Second Note, Mortgage(s), and Loan Documents evidencing the same, which the Borrower has executed and delivered to the Bank and which shall be payable no later than the Maturity Date of this Agreement and shall include such other terms as the Bank shall require.

12. **Absence Of Claim.** To further induce the Bank to enter into this Agreement, the Borrower hereby acknowledges and agrees that, as of the date hereof, there exists no right of offset, defense, counterclaim or objection in favor of the Borrower as against the Bank with respect to the Borrower's obligations to the Bank.

13. **Waivers by the Borrower.** To the extent permitted by applicable law, the Borrower shall not and will not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws or any so called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Mortgage(s), but hereby waives the benefit of such laws. The Borrower, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. The Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Borrower, the trust estate, if any, and all persons beneficially interested therein, if any, and each and every person acquiring any interest in or title to the Premises described herein subsequent to the date of this Agreement, and on behalf of all other persons to the extent permitted by law. THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THE MORTGAGE(S), THE NOTE(S), ANY OTHER OF THE LOAN DOCUMENTS OR THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

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14. **Environmental And Financial Covenants.** To further induce the Bank to enter into this Agreement, in addition to the covenants and agreements of the Borrower set forth in the Note and the Loan Documents, the Borrower agrees with the Bank as follows:

15. **Hazardous Material Regulations Compliance.**

a. **Representations and Warranties.** The Borrower represents to the Bank that:

The Borrower has not used Hazardous Materials (as defined below), on, from or affecting any property given as security to the Bank for repayment of the Loan (hereinafter the "Premises") in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Borrower's knowledge, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials; except, however, Borrower acknowledges the existence of, and commencing on or about August 22, 1991, the removal of, three (3) underground storage tanks on the Premises as described in the Corrective Action Proposal prepared by Mittelhauser Corporation in February, 1992 and identified as Project No. 1746.

The Borrower has never received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best of the Borrower's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Premises;

The Borrower shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, Borrower shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Borrower cause or permit, as a result of any intentional or unintentional act or omission on the part of Borrower or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any contiguous property;

The Borrower shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all

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remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Bank, and in accordance with the orders and directives of all federal, state and local governmental authorities. If the Borrower fails to conduct an environmental audit required by the Bank, then the Bank may at its option and at the expense of the Borrower, conduct such audit.

b. **Indemnification.** Subject to the limitations set forth below, the Borrower shall defend, indemnify and hold harmless the Bank, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Premises, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Bank, which are based upon or in any way related to such Hazardous Materials used in the Premises. The indemnity obligations under this paragraph are specifically limited as follows:

The Borrower shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Borrower's interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of any Mortgage given to the Bank or acceptance by the Bank of a deed in lieu of foreclosure;

The Borrower shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Bank, its successors or assigns.

The Borrower agrees that in the event any Mortgage given to the Bank is foreclosed or the Borrower tenders a deed in lieu of foreclosure, the Borrower shall deliver the Premises to the Bank free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

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c. **Definitions.** For purposes of this Agreement the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

d. **Additional Obligation.** The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Borrower may have to the Bank under this Agreement, the Loan Documents, or by law, and shall survive: (i) the repayment of all sums due for the debt; (ii) the satisfaction of all of the other obligations of the Borrower in any Mortgage and under any Loan Document; (iii) the discharge of any Mortgage given to the Bank; and (iv) the foreclosure of any Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Agreement, it is the intention of the Borrower and the Bank that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Bank is threatened or any claim is made against the Bank for the payment of money.

16. **Maintenance Of Books And Records.**

a. **Maintenance Of Records.** The Borrower shall keep and maintain or cause to be kept and maintained full and correct books and records showing in detail all aspects of the Premises and within ten (10) days after demand therefore to permit the Bank, during normal business hours, to examine and photocopy such books and records and all supporting vouchers and data, at any time and from time to time, on request at the Borrower's offices, or at such other location as may be mutually agreed upon.

b. **Furnish Records.** The Borrower shall within ninety (90) days after the end of each fiscal year of the Borrower, furnish to the Bank reviewed year end financial statements relating to the Premises for such fiscal year, in reasonable detail, and in any event including such itemized statements of receipts and disbursements as shall enable the Bank to determine whether a breach or other default of this Agreement or the Loan Documents then exists. Such financial statements shall be prepared and reviewed at the Borrower's expense in accordance with generally accepted accounting principles and shall include a statement as to whether or not the Borrower has knowledge of any event or circumstance which constitutes or with the passage of time will constitute an event of default hereunder or under any other document executed in connection with or in any way related to this

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Loan. The Borrower shall provide the Bank with all other income tax and financial information in the manner required under the other Loan Documents.

c. **Affidavit Of Leases.** The Borrower shall furnish, together with the foregoing financial statements and at any time upon the Bank's request, a then current and accurate Affidavit of Lease(s) upon Mortgaged Premises and Estoppel Certificate from each tenant to the Bank, in a form and with content as then required by the Bank which documents shall show and evidence all information and additional documents reasonably requested by the Bank.

d. **Reimbursement Of Expenses.** In the event the Borrower fails to comply with any of the above requirements and the Bank shall pay expenses in connection with obtaining, from the Borrower or otherwise, any of said required documents, including payment of attorney's fees, all such monies paid shall be deemed and construed as additional indebtedness due by the Borrower to the Bank and secured by the Mortgage, and shall become due and payable by the Borrower to the Bank upon payment or disbursement by the Bank, without notice and with interest thereon at the interest rate required under the Note to be paid in the event of a default by Borrower.

17. **Additional Documentation.** Borrower shall execute and deliver to Bank, or cause to be executed and delivered to Bank from time to time, immediately upon Bank's request, all documents, including changes to any of the existing documents, required by Bank as Bank reasonably deems necessary to protect its security in any existing collateral security for the indebtedness described above.

18. **Understanding Of Consequences.** Each party acknowledges that they have read this Agreement, that they fully understand its terms, provisions, and consequences; and, that the entry into this Agreement is voluntary, free from duress, fraud or undue influence of any kind.

19. **Effective Date.** This Agreement shall be and become effective and binding pursuant to its terms after execution as of the date first above written. It is understood and agreed that said date shall be the effective date even though that date may be a date other or different than the actual date of execution.

20. **Illinois Law To Govern.** This Agreement and each transaction contemplated hereunder shall be deemed to be made under and shall be construed and interpreted in accordance with the laws of the State of Illinois.

21. **Construction.** It is agreed that it is both the intent and the desire of the parties that wherever possible each provision of this Agreement shall be given a judicial construction and interpretation so as to be effective and valid under Illinois law, but if any provision of this Agreement shall be construed or prohibited by or determined invalid under the laws of the State of Illinois, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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22. **Attorney's Fees.** Borrower shall pay Bank's attorneys' fees and costs in connection with the administration and enforcement of this Agreement, any additional documentation required by Bank and any and all of the Loan Documents. Without limiting the generality of the foregoing, if the Bank employs counsel for advice or other representation with respect to any matter concerning the Borrower, Guarantor, this Agreement, the Premises or any aspect of the Loan Documents or to protect, collect, lease, sell, take possession of, or liquidate any of the Premises, or to attempt to enforce or protect any rights of the Bank or obligations of Borrower or any other person, firm or corporation which may be obligated to Bank by virtue of this Agreement or under any of the Loan Documents, then all of the attorneys' fees arising from such services, and any expenses, costs and charges relating thereto, shall constitute an additional indebtedness owing by Borrower to Bank payable on demand and evidenced and secured by the Loan Documents.

23. **Partial Invalidity.** Any one or more phrases, sentences, sections or provisions of this Agreement which subsequently shall be deemed, construed or interpreted by a court of competent jurisdiction to be unenforceable, invalid or contrary to law, or the inclusion of which would effect the validity or legal enforceability of this Agreement, shall be of no force or effect; and, in such event each of the remaining provisions of this Agreement shall subsist and remain and be fully effective according to the tenor of this Agreement as though any such unenforceable, invalid or unlawful provision or provisions had never been included in this Agreement.

24. **Modification.** Neither this Agreement nor any provision hereof may be amended, waived, discharged or terminated orally, unless such is deemed unenforceable, invalid or contrary to law as provided above. Rather, any provision of this Agreement may be amended, waived, discharged or terminated only by a written instrument duly executed and acknowledged by each and every of the parties to this Agreement and by no other means.

25. **Binding Effect.** The terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of each respective party and their respective legal representatives, successors and assigns.

26. **Cumulative Rights.** Each right, power, and remedy herein conferred upon any party is cumulative and in addition to every other right, power, or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by either party, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy; and no delay or omission of either party in the exercise of any right, power, or remedy accruing hereunder or arising otherwise shall impair any such right, power, or remedy, or be construed to be a waiver of any default, or acquiescence therein.

27. **Non-Waiver.** The failure to insist upon strict performance of any of the terms, covenants, obligations or conditions hereof shall not be deemed a waiver of any rights or remedies that any party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants or conditions.

28. **Notices.** All notices which any party may be required or may desire to give in connection with this Agreement shall be in writing, and shall be either personally delivered, sent

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by overnight express delivery by a nationally recognized delivery service, freight pre-paid, or sent by United States registered or certified mail, postage pre-paid, and addressed as follows:

(a) If to the Bank at the address first set forth above to the attention of the Real Estate Loan Department.

(b) If to the Borrower at the address set forth below.

(c) If to the Guarantor at the address set forth below.

29. **Duplicate Originals.** This Agreement may be executed simultaneously or otherwise in one or more identical counterparts, each of which shall be deemed and construed as an original, and all of which shall be construed together to constitute one and the same document. It is specifically agreed and acknowledged by each party that in the event of an actual or alleged variation or discrepancy between two or more executed duplicate originals, the executed duplicate original in the possession of the Bank shall control.

30. **Paragraph Headings.** Each party acknowledges that this Agreement consists of multiple sections each of which is preceded by a heading and understands that the characterizations of such sections are for convenience and general descriptive purposes only, are not definitive in nature, and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof. The parties further acknowledge each to the other that no party is relying upon any characterization or implication from any such section heading in the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:
Tri State Roofing and Siding Wholesale, Inc., an Illinois corporation

By: _____

_____ President

ATTEST:

By: _____

_____, Asst. Secretary

NOTICE ADDRESS FOR BORROWER: Tri State Roofing and Siding Wholesale, Inc.
9630 South 76th Street
Hickory Hills, Illinois 60457

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BANK:
NBD BANK WOODRIDGE

By: _____

Title: Thomas R. Pavilonis, Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Carl A. Maturo personally known to me to be the President of **Tri State Roofing and Siding Wholesale, Inc.**, an Illinois corporation and David Narolski, personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in such capacity, they signed and delivered the said instrument and caused the corporate seal to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and notarial seal on September 25, 19 92.

" OFFICIAL SEAL "
DONNA L. HAUGH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/14/94

Donna L. Haugh
NOTARY PUBLIC

My Commission Expires: 12-14-94

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH 300 FEET OF THE NORTH 1436.50 FEET OF LOTS 3, 4 AND 5 TAKEN AS A TRACT (EXCEPT THE WEST 250.00 FEET THEREOF) IN CODY AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT OF EASEMENT FROM THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, TO ALLIED VAN LINES TERMINAL COMPANY, A CORPORATION OF DELAWARE DATED FEBRUARY 2, 1982 AND RECORDED DECEMBER 10, 1982 AS DOCUMENT 26435762, OVER THE FOLLOWING DESCRIBED LAND:

THE SOUTH 40.00 FEET OF THE NORTH 1456.5 FEET OF THE WEST 230 FEET OF LOT 2 IN CODY AND OTHERS SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 1, 1901 AS DOCUMENT NUMBER 3109270, IN COOK COUNTY, ILLINOIS.

Common Address: 9630 South 76th Street
Hickory Hills, Illinois 60457

P.I.N.: 23-12-102-049

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