

ACKNOWLEDGEMENT OF MORTGAGE,  
ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FINANCING STATEMENT

This ACKNOWLEDGEMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT is entered into as of September 1, 1992 (the "Mortgage Acknowledgement"), by HUMBOLDT MFG. CO., an Illinois corporation (the "Mortgagor"), whose address is 7300 West Agatite, Norridge, Illinois 60656, to and for the benefit of LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), whose address is 120 South La Salle Street, Chicago, Illinois 60603.

Reference is hereby made to (i) that certain Loan and Security Agreement dated as of August 30, 1990 between the Mortgagor, Humboldt Scientific, Inc., a North Carolina corporation ("Humboldt Scientific"), and the Mortgagee, as amended by that certain First Amendment to Loan and Security Agreement dated as of December 31, 1990 between the Mortgagor, Humboldt Scientific and the Mortgagee (along with all further amendments thereto, being collectively referred to herein as the "Loan Agreement"), under which the Mortgagee made certain loan facilities available to the Mortgagor and Humboldt Scientific, and (ii) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of August 30, 1990 (the "Mortgage") and recorded as Document No. 90429629 with the Recorder of Deeds of Cook County, Illinois, entered into by the Mortgagor in favor of the Mortgagee in respect of the Obligations under the Loan Agreement and the other Loan Documents and encumbering the real estate more fully described in Exhibit "A" attached hereto.

As of the date hereof, the Mortgagor and the Mortgagee are entering into that certain Second Amendment to Loan and Security Agreement dated as of September 1, 1992 (the "Second Amendment") whereby, among other items, the Mortgagee is agreeing to certain modifications in the terms of the Loan Agreement. To induce the Mortgagee to enter into the Second Amendment and the transactions contemplated thereby, the Mortgagor has agreed to acknowledge and affirm that the Mortgage remains in full force and effect and applies to all of the Obligations under the Loan Agreement and the other Loan Documents, as amended and modified by the Second Amendment and the other documents executed in connection with the Second Amendment.

IT IS THEREFORE AGREED TO BY THE MORTGAGOR AND MORTGAGEE:

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement, the Second Amendment, the Mortgage and/or the other Loan Documents, as the case may be.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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2. Reaffirmation of Mortgage. The Mortgagor acknowledges and affirms that the Mortgage relates and applies to all of the Obligations under the Loan Agreement and the other Loan Documents as such have been amended or otherwise modified by the Second Amendment and the other documents executed in connection with the Second Amendment.

3. Ratification. Except as amended or otherwise modified hereby, the Mortgage is hereby ratified and affirmed and remains in full force and effect in all respects.

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Mortgage Acknowledgement as of the day and year first above written.

HUMBOLDT MFG. CO.

By: Dennis E. Burgess  
Dennis E. Burgess  
Its: President

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, Olga Edds, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that DENNIS E. BURGESS, personally known to me and known by me to be the President of HUMBOLDT MFG. CO., an Illinois corporation, in whose name the above and foregoing instrument is executed, 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of ~~August~~, 1992.  
Sept.

**"OFFICIAL SEAL"**  
**Olga D. Edds**  
**Notary Public, State of Illinois**  
**My Commission Expires 11/21/1992**

Olga Edds  
Notary Public

My Commission Expires:  
11/21/92

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Property of Cook County Clerk's Office

COOK COUNTY CLERK  
JAN 10 2010  
1000 N. LAKE ST.  
CHICAGO, IL 60611

# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 470.40 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST 1/4, 622.68 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING WEST PARALLEL TO THE SAID SOUTH LINE OF THE NORTHEAST 1/4, 209.52 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE, 190.42 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 209.52 FEET; THENCE SOUTH 190.44 FEET TO THE PLACE OF BEGINNING.

### ADDRESS OF REAL ESTATE

7300 West Hyatite  
Norridge, Illinois 60656

### PERMANENT TAX I.D. NO. OF REAL ESTATE

12-13-222-023

This Document was prepared by:

Gary K. Fordyce, Esq.  
ABN AMRO North America, Inc.  
135 South La Salle Street  
Suite 325  
Chicago, Illinois 60603

After recording return to:

Ms. Betty T. Latson  
LaSalle National Bank  
120 South La Salle Street  
Chicago, Illinois 60603

92828224

GKF:nc  
H82425.AGR  
August 31, 1992

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