93603276

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 1st day of July, 1993, by and between NBD Bank, Successor by Merger to NBD Park Ridge Bank ("Bank") the owner of the mortgage hereinafter described and Christiana Industries Corp., an Illinois Corporation representing itself to be the owner of the real estate hereinafter and in said mortgages described ("Borrower")

92603276

WITNESSETH

WHEREAS, the Borrower has heretofore executed and delivered to the Bank Borrower's Note dated January 3, 1989 with a maturity date of February 1, 1994 (hereinafter called the "Note") in the principal sum of FOUR HUNDRED THOUSAND AND NO/100 US DOLLARS (US\$400,000.00) payable to the order of the Bank, which Note is secured by a Mortgage (herein called the "Mortgage") and an Assignment of Real Estate Leases and Rentals (hereinafter called the "Assignment") dated January 3, 1989 and recorded on January 11, 1989 in the Recorder of Deeds Wiffice in Cook County, in the State of Illinois, as documents No. 89-015681 and No. 89-015682, respectively, for certain Real Estate described as follows:

LOTS 1 TO 10 IN BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK, A BUBDIVISION OF THE PART OF LOTS 2 AND 3 IN THE PARTITION OF LOTS 2 AND LOTS 3 AND 4 IN THE PARTITION OF THE NORT 1 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING EAST OF THE STRIP OF LAND 17 FEET WIDE CONVEYED BY JACOB RELM AND WIFE TO CHICAGO AND NORTHWESTERN RAILROAD COMPANY RECORDED JUNE 26, 1903 IN BOOK 8205 P. 602 AS DOCUMENT 3409799.

PIN NO.:

11-31-415-007

11-31-415-008

11-31-415-009

11-31-415-010

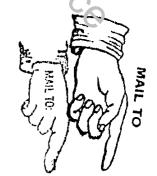
11-31-415-011

COMMON ADDRESS:

6525 N. Clark Street

Chicago, Illinois 60626

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THIS INSTRUMENT WAS PREPARED BY: Consuelo 5. Maksymelz Commercial Loans - 5th Floor NBD BANK-PARK RIDGE OFFICE One South Northwest Highway Park Ridge, IL 60068

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whereas, the Borrower and the Bank have agreed to modify the interest rate and maturity date of the Note and the Bank is willing to do so provided the Note be replaced with a replacement note evidenced by Borrower's Installment Business Loan Note (herein called the "Replacement Note") executed and delivered to the Bank, having an issue date of July 1, 1993 and a maturity date of July 1, 1999 (herein called the "New Maturity Date") in the stated principal sum of THEEE HUNDRED THIRTY NINE THOUSAND SIX HUNDRED SEVENTEEN AND 00/100 US DOLLARS (US\$339.617.00) payable to the order of the Bank (see Exhibit "A") and that the Mortgage be modified and amended as hereinafter set forth and subject to the terms, provisions and conditions hereinafter contained;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereby agree as follows:

- 1. Commencing on the date hereof, the Note shall be replaced by the Replacement Note. \$93276
- 2. The Mortgage is hereby modified and amended to provide that commencing the date hereof, the Replacement Note and any and all future renewals, extensions or substitutions thereof are secured thereby and all references in the Mortgage to the Note, and the "Note" shall hereafter be deemed to be references to the Laplacement Note and any and all future renewals, extensions or substitutions thereof.
- 3. The maturity date of the indobtedness evidenced by the Note is hereby extended to the New Maturity Date as stated in the Replacement Note.
- 4. The interest rate of the Note is hareby modified to SEVEN AND ONE-HALF PERCENT (7.5%) per annum, fixed, as stated in the Replacement Note.
- 5. Wherever in the Mortgage, or any other instrument evidencing, securing and guaranteeing the Note (herein together called the "Original Loan Documents") reference is made to any other of the Original Loan Documents, such reference shall be deemed a reference to the Original Loan Documents as hereby modified and amended. In all other respects except as modified herein and by the replacement of the Note, with the Replacement Note, the Mortgage shall remain unmodified and in full force and effect.

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6. The execution and delivery of the Replacement Note by the Borrower to the Bank is intended by the parties to constitute an extension of the maturity date of the indebtedness evidenced by the Note, a change in the rate of interest applicable to the indebtedness evidenced by the Note, and a statement of the outstanding principal balance of the indebtedness evidenced by the Note as of the date of the Replacement Note, and it is not intended to be a new extension of credit.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement to be executed by their respective duly authorized officers all on and as of the day, month and year first above written.

BORROWER: CHRISTIANA INDUSTRIES CORP.

By: Monald A. Smith

Its: President

Attest

By: Donald / Concely f.

-90603276

TITLE: ACCOUNTING MANAGERE

NBD BANK

By:_

villiam B NCKir

Title:

Vice President

THIS INSTRUMENT WAS PREPARED BY AND MAIL TO: CONSUELO S. MAKSYMETE COMMERCIAL LOAMS MED PARK RIDGE BANK OME SOUTH MORTHWEST HIGHWAY PARK RIDGE, ILLIMOIS 60068

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| State of Illinois)) 88 County of Cook) | |
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| and for said county, in the State aforesaid, do he B. McKinley, Vice President of NBD Bank, a corporation under the laws or the State of Illinois, personal same person whose name is subscribed to the foregoint president, appeared before me this day in person and signed and delivered the said instrument as his/he acts, and as the free and voluntary act of said ban uses and purposes therein sec forth. | ion organized and existing ly known to me to be the ng instrument as such <u>Vice</u> acknowledged that he/she ar own free and voluntary king corporation, for the |
| May Schalul Notary Public | "OFFICIAL SEAL" MARY J. SCHABEL Notary Public Cook County, Illinois My Commission Expires June 3, 1995 SEAL |
| State of Illinois) State of Cook) | 97603276 |
| This instrument was acknowledged before me on this by RONALD A SMITH PRESIDENT (title(s)) | -[name(s)]' |
| Mary Schalel Notary Public | "OFFICIAL SEAL" BEAL MARY J. SCHABEL Notary Public Cook County, Illinois My Commission Expires June 3, 1995 |

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| lue July 1, 1996 la 1014467 / 0159140 | | • | 5339,617.00 Date July 1 | 19 73 |
|---|--|---|---|--|
| | | | | |
| F80 84nk | Promise | | d, the undersigned (the "Borrower | |
| he "Hank") or order, at the fl | Bank's main office in | iften ton and d harri | | Himns |
| e sum of nanananana IIMEE, N | ANDRED THIRTY RIME | THOUSAND SIX HAMDOUD | SEVENTEEN AND NO/100 | |
| a year of 360 days at | t the rate of | , judy interest com | iputed on the basis of the actual nu | imber of days elapsed |
| Z_5 < | annum (the "Note Rate am above the Note Rat | e'') until maturity, whether ie on overdue principal fro | r by acceleration or otherwise, and mitthe date when due until paid; of | at the rate of 3% per |
| rate tion : due (| may not be the lowest r or otherwise, and at the outil paid. Each chang | ute charged by the Bank to crate of 3% per annum above e in the "prime" rate will | by the Bank as its "prime" rate (the any of its customers, until maturity se the Note Rate on overdue princip I immediately change the Note Ran | , whether by accelera- al from the date when c |
| lawful under applicable law s | shall be applied to prin | cipal | interest payment which would for a | • |
| e Dorrower will pay this sum ====cing August 1, 1993, | | | installments of \$4,422.60 in | cluding interest, |
| does Loan; Horrower acknowly by securing on for the purp | wledges and agrees ()) pose of investment or p cusury law or limitation | that this note evidences a profit within the purview of n of the State of Illinois, at | e due and payable immediately, business loan for the purpose of fir f Section 6404(1)(c), Chapter 17, o of (n) the obligation evidenced by t sett. | of the filmous Revised |
| emium on the emount to be j d the fixed majurity of majuri the preceding paragraph is r | prepaid at the rate of thes of the principal to not checked, the Borr | be prepaid. | prepay this note, in whole or in par annum for the period between the te, in whole or in part, without p | date of prepayment |
| dollar amount of fixed princi | ipal installments requir | red to be paid, until this no | | • |
| joint and several, the florrow- of its additions, substitutions, | of pickiges and grants in his proceeds | to the Bank a continuing so and products, whether no | hty of the Borrower to the Bank wi ecurity interest in the following de- w owned or later acquired ("Collai or control of the Bank (other than | scribed property and interest to |
| Bank solely in a fiduciary ca | apacity), | | or control of the Bank Giner than last, present or future liability of the E | |
| All balances of deposit according to the following additional pro- | unts of the Bullion of violence of the Bullion of | with the Bank; er; <u>a Borteage and an</u> | Assignment of Bests and Lass | ies, hoth dated |
| 10 20015481 and Doc | ment Bo. 83015482. | r.spectively; and a.l | tertgage Notification Agreem | nt_dated |
| nic's Right to Setoff: The Ban de on this note in whole or pa uirement of mutual majority. | artial payment of this n | at any time to apply its own note or of her present or futi | n debt or liability to the Borrower c are liabilities of the Borrower to th | or to any other party e Bank, without any |
| | and provisions of any | loan agreement mortrage, rporated by reference and | security agreement or any other demade a part of this note. | scument executed as |
| iding under the laws of its state posses are within its corporate terms of its articles of incorpo existing and that the execution its partnership agreement and he delivery of this note and the which it is bound, and that no co- hits note or the performance of erms. Each Borrower further in the Bank are accurate and fairles, including contingent habilities, including contingent habilities. | te of incorporation, and powers, have been dul pration or bylaws. If the land delivery of this not ave been duly authorize performance of the oblionsent or approval of ar if the obligations it inp perfesents that all balance by reflect the financial ties of every type, which | I that the execution and draity authorized by all necessar borrower is a general or life and the performance of the drait by all necessary action of ligations it imposes do not in y governmental authority of uses and that this note is a see sheets, profit and loss state condition of the organization of financial condition has referred. | It is a corporation duly organized, we'y of this note and the performant y action of its board of directors, as instead a strength, it represents that it obbigations it imposes do not conflict partners. Facts Parrower represented any law and do not conflict or any third party or converted for the evalid and binding a greenient, enforcements, and other time of a statement on a underground statement on and persons to which they approt changed materially and adverse | ce of the obligations ad do not contravene to this duly organized of with any provision has that the execution with any agreement execution or delivery recable according to nits, if any, furnished by on their effective ly since those dates. |
| intarily and intentionally waiv tor any related instrument or a ther oral or written, or actions of such action in which a jury tr | e any right either of the greement or any of the to of either of them. Neithers has been waived with have been modified in | nem may have to a trial by transactions contemplated by er the Bank nor the Borrowe th any other action in whice | id the opportunity to consur with a jury in any litigation based upon of ythis note or any course of conduct, et shall seek to consolidate, by count the jury trial cannot be or has not by either the Bank or the Borrower | or arising out of this dealing, statements, erclaim or otherwise, been waived. These |
| | | | including events of default | Borrower: |
| ress: 6500 Borth Clas | | CBr1s | tions Industries Corp. | |
| Chicago, Illino | V13 9U8C8 | Ari | Moute, la | endent |
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