#### THIRD MORTGAGE MODIFICATION AGREEMENT

93925482

AGREEMENT dated as of July 31, 1993 between American National Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated November 1, 1985 and known as Trust No. 65940 ("Mortgagor"); Bank One, Chicago, NA, f/k/a Bank One, Evanston, NA, f/k/a First Illinois Bank of Evanston, N.A. ("Bank"); George B. Koeckritz ("Koeckritz"); and Koeckritz International, Inc., an Illinois corporation ("Guarantor").

#### RECITALS

- A. Mortgagor is indebted to Bank without limitation in the principal sum of One Million Four Hundred Seventy Five Thousand Dollars (\$1,475,000.00) as evidenced by a Mortgage Note ("Note") dated as of June 1, 1990, which Note is secured in part by a Mortgage, Security Agreement and Financing Statement ("Mortgage") and Assignment of Rents applicable to the property commonly known as 1400 Hicks Road, Solling Meadows, Illinois, legally described on Exhibit A attached herato, which documents were registered with the Cook County Registrar of Torrens Titles as Document Numbers LR3889750 and LR3889751 respectively on June 18, 1990, and modified pursuant to a Mortgage Modification Agreement dated February 25, 1992 and recorded March 17, 1952 as Document No. 92172136, and further modified by a Second Mortgage Modification Agreement dated December 28, 1992 and recorded March 14, 1993 as Document No. 93186279.
- B. Koeckritz, beneficiary of Mortgagor and the sole shareholder and primary officer of Guarantor, has requested that Bank consent to the assignment of the beneficial interest of the Trust to Guarantor, and Bank is willing to consent to such request upon the terms and provisions set forth herein.
- Mortgagor and Guarantor have requested an additional loan in the С. amount of Ninety Three Thousand Dollars (\$93,000.00) and an extension of the maturity date of the Mote from June 1, 1994 to July 31, 1998 and Bank is willing to grant such requests pursuant to the terms and provisions of this Agreement, the Promissory Note dated July 31, 1993 in the principal sum of One Million Five Hundred Sixty Eight Thousand Dollars (\$1,568,000.00) ("Replacement Note"), upon the execution and delivery to Bank by Guarantor of a Continuing Guaranty of Business Credit Obligations applicable is the Replacement Note, and upon the execution and delivery to Bank by Guarantor and Koeckritz of a Cross-Collateral/Cross-Default Agreement applicable to the Replacement Note, the Term Note (as defined below), the Revolving Note (as defined below) and other indebtedness due Bank from Guarantor, Koeckritz and Country Creek Homes, Inc., a Wisconsin corporation (an entity of which Koeckritz is also sole shareholder and primary officer).

Prepared by/return to:
Brian K. Doyle
BANC ONE ILLINOIS CORPORATION
208 South LaSalle Street, Suite 10
Chicago, Illinois 60604

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- D. Guarantor, in connection with the refinancing of its existing obligations due Bank, has requested a loan in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) to be secured in part by the Mortgage and Assignment of Rents, and Bank is willing to grant such ioan pursuant to the terms and provisions of this Agreement, compilance with the provisions of Recital C above and the Business Purpose Promissory Note dated July 31, 1993 in the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) ("Term Note"), executed by Guarantor, with a maturity date of July 31, 1998.
- E. Guaranter, in connection with the refinancing of its existing obligations due Bank, has also requested a loan in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to be secured in part by the Mortgage and Assignment of Rents, and Bank is willing to grant such loan pursuant to the terms and provisions of this Agreement, compliance with the provisions of Recital C above and the Business Purpose Revolving Promissory Note dated July 31, 1993 in the principal sum of the Million Five Hundred Thousand Dollars (\$1,500,000.00) ("Revolving Note"), executed by Guarantor, with a maturity date of March 3... 1994.

NOW, THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

- Mortgagor does hereby acknowledge that the Mortgage, Assignment of Rents and other applicable Security Documents are in full force and effect.
- 2. The Mortgage, Assignment of Rents and other Security Documents are hereby modified to provide that such instruments continue to be granted as collateral security for repayment of the Replacement Note, and are hereby granted as collateral security for repayment of the Term Note and Revolving Note.
- 3. Guarantor shall execute and deliver to Bank a Continuing Guaranty of Business Credit Obligations applicable to the Replacement Note and Guarantor and Koeckritz shall execute and deliver to Bank a Cross-Collateral/Cross-Default Agreement as described in Recital C above.
- 4. In all other respects, the Mortgage, Assignment of Rents and other applicable Security Documents are hereby ratified and reaffirmed.
- 5. This Agreement is executed by the Mortgagor, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as

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creating any liability on the Mortgagor personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Agreement or the security documents referred to herein, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral referred to herein and to any other security given at any time to secure the payment thereof.

Dated at Chicago. Minois as of the date first above written.

MORTGAGOR:	BANK:
American National Bank and Trust Company of Chicago, not personally but as Trustee under	BANK ONE, CHICAGO, NA, F/K/A BANK ONE, EVANSTON, NA, F/K/A FIRST ILLINOIS BANK OF EVANSTON, N.A./
Trust Agreement dated November 1, 1385 and known as Trust No. 65940	By fil It left
By Gregory S. Kasprzyk	Its: SP CLINE ASSISTANT
WHENT PASSIANT SECRETARY	Coorda R. Vonskriller
GUARANTOR:	George B. Kocckritz
Koeckritz International, Inc., an Illinois corporation	
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Its: Jan	<u></u>

Page 4
STATE OF ILLINOIS )
COUNTY OF Cook. )SS
COUNTY OF CAUTES
ROINY K. DOTLE
I, Bring K. Dolle, a notary public in and for the state and county aforespid, DO HEREBY CERTIFY, that Green So B. Kockkeit
personally focus to me to be the same person(s) whose name(s) (is/are)
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (his her/their) free and voluntary act, for the uses and
purposes and in the capacity (if any) therein set forth. Given under my hand
and seal this 315+ vay of Tuly, 1993.
Notary Public
Notary Public
STATE OF THINDIS
STATE OF ILLINOIS ) SS
COUNTY OF Caste )
I, for in- 1. Doy CE, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that George B. Kot CKRIT Patsipal of
aforesaid, DU HEREBY CERTIFY, that George B. Rot CRRIT FARTING THE
KOELKRISZ INTERNOTIONA, INC.
personally known to me to be the same person(s) whose name(s) (islare) subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that (s)he (they) signed, sealed and delivered the wid
instrument as (his/her/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth. Given under my hand
and seal this 314 day of 7-6, 1995.
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S OFFICIAL STALL &
PRIMAR K DOYLE  Notary Public  Notary Public

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STATE OF ILLINOIS )
COUNTY OF CAUK )SS
I, Susce Facel, a notary public in and for the state and county aforesaic. DO HEREBY CERTIFY, that Rain N. North, Section (for L.)  Assistant of Real one (MICAGO, NA)  personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes and in the capatity (if any) therein set forth. Given under my hand and seal this 315' day of Toly 1993.  "OFFICIAL SEAL"  SUSAN A. FOGEL  Notary Public
STATE OF ILLINOIS )  SS  COUNTY OF  Notary Public, State of Illinois  My Commission Expires 5/29/95  STATE OF ILLINOIS )  SS  COUNTY OF  )
SS COUNTY OF )
COUNTY OF THE PROPERTY OF THE
T. Dorothy Thial a notary public in and fall the state and county
I, <u>Dorothy Thiel</u> , a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that <u>Gregory S. Kasprzyk</u> , legond Vice President
Pefer W. Townson  personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth. Given under my hand and seal this
"OFFICIAL SEAL" DONOTHY THEL NOTARE AUTHORIST OF HUNOIS My demoission Express 620.196  Notary Public

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#### EXHIBIT A

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the Mest
vision of
Township 42 No
of the East Line
clon 26, according to
the Cook County, Illinois.

39-26-200-022, Vol. 150

MEGI.

189779 FREE
EXECUTE STATES
COME COUNTY NECO. Lot I (except that part taken for highway purposes as per Document Number 3396253) and the West 1/2 of Lot 2 in Northwestern Industrial Park Unit No. 1, being a Subdivision of the North 480 feet of that part of the Northeast 1/4 of Section 26, Township 42 North, Range 10, East of the Third Principal Meridian, lying West of the East Line of the West 1/2 of the East 1/2 of said Northeast 1/4 of Section 26, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 14, 1958 as Document 1795857, in Cook County, Illinois.

PIN:

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### WIND FIFTE COLUMN CEORNY

### STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

C	ummitment So		Loan No. 5/199268	
D	10/29	93		
To the	the best knowledge above commitmer	rand belief of the under it.	signed, the following is hereby certified with respect to the land described in	
ı.	That, except as no been furnished to b) nor have any sifixtures; c) nor he equipment which except the following	inted at the end of this primprove the land, or to sods, chattels, machinerave any contracts been are to be completed suing if any:	araproph, within the last six (6) months a) no labor, service or materials have rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; ry, apparatus or equipment been attached to the land or building(s) thereon, as let for the furnishing of labor, service, materials, machinery, apparatus or absequent to the date hereof, dunor have any notices of lien been received.  In paid, except the following transparents of the following transparents, leases, financing statemonts, leaves, leaves, financing statemonts, leaves, leaves, financing statemonts, leaves, leaves, financing statemonts, leaves,	
2.	That all managem	ent fees, it ary are full	ly paid, except the following house wante and and another frame of the paid of	
3.	That there are no unrecorded security agreements, leases, financing state that have or are left to any appliances. Quipment or chattels that have or are left to any appliances. except the following in any appliances. Quipment or chattels that have or are left to any appliances. except the following. If any:  That there are no unrecorded security agreements, leases, financing state thought the are left to any appliances. Quipment or chattels that have or are left to any appliances. except the following. If any:  That there are no unrecorded contracts or options to purchase the land, except the following, if any:  That there are no unrecorded contracts or options to purchase the land, except the following, if any:  That there are no unrecorded contracts or options to purchase the land, except the following, if any:			
4.	That there are no t	inrecorded contracts or options to purchase the land, except the following, if any:		
5.	That there are no unrecorded leaves, easements or other serviced is to which the land or building, or portions thereof, are subject, except the following, if any:			
6.	That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders. from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers of pradgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns			
7.	That, I/we am/are units, and no curre statement if not a	e the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not according four cent sum ey or mortgagee's inspection report has been furnished to or is available to arrive. (Delete		
The	undersigned make sers or loan policy p	s the above statement liursuani to the above co	for the purpose of inducing Chicago Title Insurance Company to issue its commitment.	
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TRUST		·//	(Scal)	
LE:	PECOND VIOR PA	SEMENT STATEME!	(Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)	
9(1 (3	You :	ire hereby authorized to	n date down the above commitment to cover the date of said disbunement.	
Date F. 37.	18/27/93 -6 16 R642	Signature	The intermetion continued in this synthication has been furnished the understand by the beneficiation of trust their continued by the sensitivities of trust their continued by the indensities is under related to reflect the first or necessary and the facts therein staind. AMERICAN INTIDAMS ANT AND TRUST COMPANY OF CHICARD	

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