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AMENDMENT TO MORTGAGE

This Amendment is to the Mortgage (the "Mortgage"), recorded with the Cook County Recorder as document number 90451137 and rerecorded as document number 91447983, executed by E.W. Kneip (the "Mortgagor") in favor of Bank One, Milwaukee, National Association (the "Mortgagee") dated September 17, 1990 with respect to the real estate (the "Real Estate") described on Exhibit A attached hereto and made a part hereof.

RECITALS

- A. Mortgagee and Mortgagor entered into a Loan and Security Agreement lated September 17, 1990 (the "Loan Agreement").
- B. Mortgagee has released certain of its collateral (not including the Premises) granted in the Loan Agreement and Mortgagor has sold such collateral with the proceeds thereof having been used to pay amounts owing to Mortgagee.
- C. On or about the Cate hereof, Mortgagor will reduce the principal amount owing to Mortgagee to \$500,000 and will execute a Demand Note (the "Demand Note") to Mortgagee in the principal amount of \$500,000.
- D. American National Bank and Trust Company of Waukegan, not personally but solely as Trustee U/T/A dated January 10, 1992 and known as Trust No. 3447 (the "Trustee") is the successor in interest to Mortgagee.
- E. The Mortgage as amended hereby shall remain in full force and effect as security for the Indebtedness Secured Hereby, including but not limited to the Demand Note.

AGREEMENT

- 1. <u>Definitions</u>. Capitalized terms used herein shall be defined as provided in the Mortgage unless otherwise provided herein or unless the context otherwise requires.
- 2. Mortgage as Security for the Demand Note. The Demand Note is a "Note" and is "Indebtedness Secured Hereby" as such terms are used in the Mortgage. The Demand Note is in the original principal amount of \$500,000 and is payable on demand.
- 3. Quantum Lease. The "Leases," as such term is used in the Mortgage, shall include but not be limited to the lease between Trustee as lessor and Quantum Foods, Inc. as lessee dated August 1, 1993
- 4. Escrow for Insurance and Taxes. Mortgagor agrees to pay Mortgagee at such times as Mortgagee shall designate amounts that are estimated by Mortgagee from time to time to be sufficient to

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pay (1) the estimated annual real estate taxes and assessments and other taxes and governmental impositions on the Premises, and (2) all premiums on insurance required under section 4 of the Mortgage. Upon demand, Mortgagor shall pay Mortgagee such additional sums as are necessary to pay these items in full when due. Without limitation of any other provisions in the Mortgage or the Loan Agreement relating to default, any default by Mortgagor under this Section 4 shall be a default under the Mortgage and Loan Agreement.

5. Mortgage to Remain in Effect. Except as provided herein, the Mortgage shall remain in full force and effect.

Dated this 30th day of September, 1993.

American National Bank and Trust Company of Waukegan, not personally but solely as Trustee aforesaid

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Bank One, Milwaukee, National

Monica A. Stariha, Vice President

State of <u>July</u> s

County of <u>July</u>

County, in the State aforesaid, do hereby certify that appeared before me this day in person and acknowledged that as such officer of American National Bank and Trust Company of Waukegan, not personally but solely as Trustee aforesaid, such officer signed and delivered the foregoing instrument as such officer's free and voluntary act and as the free and voluntary act and deed on behalf of the Trust, for the uses and purposes therein set forth.

Given under my hand and official seal this 2 day of September, 1993.

Notary Public

My commission expires:

"OFFICIAL SEAL"

BUSAN C. GA!/INSKI

Notary Public, Statu of Illinois

My Commission Expires 12/27/98

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State of Wisconsin county of Milwaykee.

Munhoten, a notary public in for said County, in the State aforesaid, do hereby certify that Monica A. Stariha, Vice President, appeared before me this day in person and acknowledged that as such officer of Bank One, Milwaukee, National Association, she signed and delivered the foregoing instrument as her free and voluntary act and as the free and voluntary act and deed on behalf of Bank One, Milwaukee, National Association, for the uses and purposes therein set forth.

Given unde: my hand and official seal this A day of September 1993.

My commission expires:

County Clork's Office This document has been prepared by and after recording should be returned to:

Kim Marie Wynn Whyte Hirschboeck Dudek S.C. 111 East Wisconsin Avenue Suite 2100 Milwaukee, Wisconsin

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EXHIBIT A

LEGAL DESCRIPTION

LOT "A", OF E. MEYER AND COMPANY, INCORPORATED CONSOLIDATION OF CERTAIN LOTS, VACATED ALLEYS AND VACATED STREET IN BLOCK 59 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 57 AND 58) ACCORDING TO THE PLAT RECORDED AS DOCUMENT 19520016, IN COOK COUNTY, ILLINOIS.

Address:

550 West 14TH Place Chicago, Cook County Illinois 60607

Permanent Index Tax Number: 17-21-1-22-020-0000