

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING, RETURN TO:

RESERVED FOR COUNTY RECORDER:

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

OFFICE OF THE RECORDER OF DEEDS
100 N. LA SALLE STREET, CHICAGO, ILLINOIS 60602
TELEPHONE: 312-588-8876
FAX: 312-588-8876

PERMANENT INDEX NUMBER:

12-13-22-014

PROPERTY ADDRESS:

7220 West Agatite
Norridge, Illinois 60656

37

SECOND MODIFICATION OF
MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT
AND ASSIGNMENT OF RENTS AND LEASES

This SECOND MODIFICATION OF MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES is executed as of October 1, 1995 (this "Second Modification"), by BANK ONE, CHICAGO, N.A., a national banking association, formerly known as Bank One, Evanston, N.A., as Trustee (the "Mortgagor") under a Trust Agreement dated June 2, 1978 and known as Trust No. R-2210 (the "Trust Agreement"), whose address is 800 Davis Street, Evanston, Illinois 60204-0712, DENNIS J. BURGESS, an individual (the "Beneficiary"), whose address is c/o Humboldt Mfg. Co., 7300 West Agatite, Norridge, Illinois 60656, and LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), whose address is 120 South La Salle Street, Chicago, Illinois 60603.

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R E C I T A L S:

A. The Mortgagor executed and delivered to the Mortgagee that certain Mortgage, Security Agreement and Financing Statement dated as of October 30, 1992 and recorded on November 11, 1992 as Document No. 92-828221 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Original Mortgage"), as modified and amended by that certain First Modification of Mortgage, Security Agreement and Financing Statement and Assignment of Rents and Leases and Rents dated as of September 1, 1993 by and among the Mortgagor, the Beneficiary and the Mortgagee and recorded on January 26, 1994 as Document No. 94082078 in the Office of the Recorder of Deeds of Cook County, Illinois (the "First Modification"; the Original Mortgage, as modified and amended by the First Modification being collectively referred to herein as the "Mortgage"), and which Mortgage encumbers certain real property described in Exhibit "A" attached hereto and made a part hereof (the "Premises");

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BOX 333-CTI

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B. The Mortgagor and the Beneficiary executed and delivered to the Mortgagee that certain Assignment of Rents and Leases dated as of October 30, 1992 and recorded on November 11, 1992 as Document No. 92-828222 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Original Assignment of Rents"; the Original Assignment of Rents, as modified and amended by the First Modification being collectively referred to herein as the "Assignment of Rents), as modified and amended by the First Modification, and which Assignment of Rents encumbers the Premises;

C. The Mortgagee has made, and the Mortgage and the Assignment of Rents secure, a certain mortgage loan to the Mortgagor and the Beneficiary, as evidenced by that certain Note dated as of October 30, 1992 in the principal amount of Three Hundred Eighty Five Thousand and 00/100 Dollars (\$385,000.00), jointly and severally executed by the Mortgagor and the Beneficiary and payable to the order of the Mortgagee.

D. The Mortgagee has also made (i) certain revolving loans to Humboldt Mfg. Co., an Illinois corporation ("Humboldt Mfg."), evidenced by that certain Secured Revolving Note dated August 30, 1990 in the maximum principal amount of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00), jointly and severally executed by Humboldt Mfg. and Humboldt Scientific, Inc., a North Carolina corporation ("Humboldt Scientific"), and payable to the order of the Mortgagee, as replaced by that certain (a) Secured Revolving Note dated September 1, 1992 in the maximum principal amount of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee, (b) Replacement Secured Revolving Note dated as of September 1, 1993 in the maximum principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee, and (c) Replacement Secured Revolving Note dated as of September 1, 1994 in the maximum principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee; (ii) a certain term loan to Humboldt Mfg. evidenced by that certain Secured Term Note dated August 30, 1990 in the original principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), jointly and severally executed by Humboldt Mfg. and Humboldt Scientific and payable to the order of the Mortgagee, and (iii) a certain mortgage loan to Humboldt Mfg. evidenced by that certain Secured Mortgage Note dated August 30, 1990 in the original principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), jointly and severally executed by Humboldt Mfg. and Humboldt Scientific and payable to the order of the Mortgagee, as replaced by that certain (a) Amended and Restated Secured Mortgage Note dated September 1, 1992 in the original principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee, and (b) Replacement Secured Mortgage Note dated as of September 1, 1993 in the original principal amount of Six Hundred Ninety Seven Thousand Four Hundred Eighty Eight and

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00/100 Dollars (\$697,488.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee.

E. The Premises are leased, in part, by the Beneficiary to Humboldt Mfg., and the Beneficiary will derive economic advantage from the aforementioned loans from the Mortgagee to Humboldt Mfg.

F. Humboldt Mfg. and the Beneficiary request, and the Mortgagee is agreeable, to increasing the maximum amount of the aforementioned revolving loan to Humboldt Mfg., and the Mortgagor, the Beneficiary and the Mortgagee each desire that the Mortgage and the Assignment of Rents be amended to secure all of the aforementioned obligations of the Mortgagor, the Beneficiary and Humboldt Mfg. to the Mortgagee as set forth above.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are hereby incorporated into and made a part of this Second Modification.

2. DEFINITIONS. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Mortgage.

3. OBLIGATIONS SECURED. The Mortgage and the Assignment of Rents secures:

(a) the obligations and liabilities of the Mortgagor and the Beneficiary to the Mortgagee evidenced by that certain Note dated as of October 30, 1992 in the principal amount of Three Hundred Eighty Five Thousand and 00/100 Dollars (\$355,000.00), jointly and severally executed by the Mortgagor and the Beneficiary and payable to the order of the Mortgagee (together with any and all notes issued in renewal, extension or modification thereof, or in substitution or replacement therefor, in whole or in part, being collectively referred to herein as the "Beneficiary Mortgage Note"); and

(b) the obligations and liabilities of Humboldt Mfg. to the Mortgagee evidenced by that certain:

(i) Secured Revolving Note dated August 30, 1990 in the maximum principal amount of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00), jointly and severally executed by Humboldt Mfg. and Humboldt Scientific, and payable to the order of the Mortgagee, as replaced by that certain:

(A) Secured Revolving Note dated September 1, 1992 in the maximum principal amount of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee;

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(B) Replacement Secured Revolving Note dated as of September 1, 1993 in the maximum principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee;

(C) Replacement Secured Revolving Note dated as of September 1, 1994 in the maximum principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee; and

(D) Replacement Secured Revolving Note dated as of October 1, 1995, in the maximum principal amount of Two Million Three Hundred Thousand and 00/100 Dollars (\$2,300,000.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee (together with any and all notes issued in renewal, extension or modification thereof, or in substitution or replacement therefor, in whole or in part, being collectively referred to herein as the "Humboldt Revolving Note"); and

(ii) Secured Mortgage Note dated August 30, 1990 in the original principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), jointly and severally executed by Humboldt Mfg. and Humboldt Scientific and payable to the order of the Mortgagee, as replaced by that certain:

(a) Amended and Restated Secured Mortgage Note dated September 1, 1992 in the original principal amount of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee; and

(b) Replacement Secured Mortgage Note dated as of September 1, 1993 in the original principal amount of Six Hundred Ninety Seven Thousand Four Hundred Eighty Eight and 00/100 Dollars (\$697,488.00), executed by Humboldt Mfg. and payable to the order of the Mortgagee (together with any and all notes issued in renewal, extension or modification thereof, or in substitution or replacement therefor, in whole or in part, being collectively referred to herein as the "Humboldt Mortgage Note").

4. NOTE. The term "Note" as defined in the Mortgage is hereby modified to refer, collectively, to the Beneficiary Mortgage Note, the Humboldt Revolving Note and the Humboldt Mortgage Note, and any and all extensions, renewals and modifications thereof and substitutions therefor, and all the obligations and liabilities of the Mortgagor, the Beneficiary and Humboldt Mfg. to the Mortgagee set forth in Section 3 above.

5. CONTINUING EFFECT. All the terms of the Mortgage and the Assignment of Rents are hereby incorporated by reference herein, and the Mortgage and the Assignment of Rents, except as hereby modified, shall remain in full force and effect in all respects.

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The Mortgagor and the Beneficiary, by execution of this Second Modification, hereby reaffirm, assume and bind themselves to all of their respective obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage and the Assignment of Rents.

6. Exculpation. This Second Modification is executed by the Mortgagor, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the Trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, of any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises secured by the Mortgage for the payment thereof, by the enforcement of the lien created thereby, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantor, if any.

IN WITNESS WHEREOF, this second Modification of Mortgage, Security Agreement and Financing Statement and Assignment of Rents and Leases has been duly executed as of the day and year first above written.

BANK ONE, CHICAGO, N.A., formerly known as Bank One, Evanston, N.A., as Trustee of Trust No. R-2210

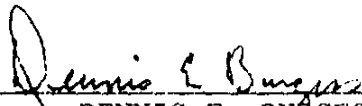
ATTEST:

(SEE TRUSTEE'S SIGNATURE RIDER ATTACHED HERETO AND MADE A PART HEREOF)

By: _____

Its: _____

Its: _____


DENNIS E. BURGESS

LASALLE NATIONAL BANK

By: 

Its: Fred Van Hest

GKF:jh
D101757.AGR
November 10, 1995
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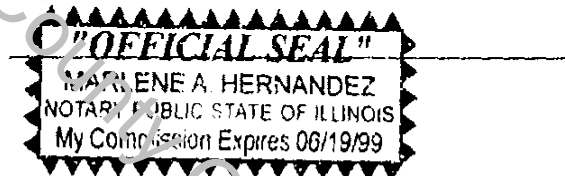
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BETTY T. LATSON, the FIRST VICE PRESIDENT of LASALLE NATIONAL BANK, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such FIRST VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of November, 1995.

Mariene A. Hernandez
Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH ALONG THE EAST LINE OF SAID NORTH EAST 1/4, 470.40 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID NORTH EAST 1/4, 465.35 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING WEST, PARALLEL TO THE SAID SOUTH LINE OF THE NORTH EAST 1/4, 157.33 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 190.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4, 157.33 FEET; THENCE SOUTH 190.44 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS OF REAL ESTATE

7220 West Agatite
Norridge, Illinois 60656

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

12-13-22-014

GKF:jh
D101757.AGR
November 10, 1995
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This document is executed by Bank One, Chicago, NA, not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the undersigned hereby represents that, to the best of its knowledge, it possesses full power and authority to execute this instrument. Further, this document has been executed solely upon the direction of the beneficiaries of this Trust who have the power to make such direction.

It is expressly understood and agreed that nothing herein shall be construed as creating any liability on the undersigned personally or to perform any covenants either expressed or implied herein. All such liability, if any, is hereby expressly waived by the party whose benefit this instrument is being executed and by every person now or hereafter claiming any right or security hereunder. That by acceptance of this instrument the party for whose benefit this instrument is being executed agrees to look solely to the premises hereby conveyed for the payoff thereof, by the enforcement of the lien hereby created, in the manner herein provided or by action to enforce the personal liability of the guarantor, if any, and not to the Trustee personally, for any liability and obligation created hereby.

Bank One, Chicago, NA, as Trustee under the aforesaid Trust Agreement has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties, made, granted, extended or asserted whether expressly made or implied by any document to which this exculpation and the Trustee's signature is attached regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to, or for the party whose benefit this instrument is being executed. Further, said Trustee hereby represents that, to the best of its knowledge, it does not now have, nor has it ever had, any use, possession, management or control rights or responsibilities with regard to the real property to which title is held by this Land Trust.

Trustee has affixed its exculpatory clause limiting the Trustee's liability under this document, and acceptance of this document by the party for whose benefit this instrument is being executed shall be deemed acceptance of the terms, conditions and provisions of this exculpatory provision.

Bank One, Chicago, NA, as successor by merger with Bank One, Evanston, NA, f/k/a, First Illinois Bank of Evanston and First National Bank & Trust Co. of Evanston not personally, but as Trustee under Trust No. R-2210

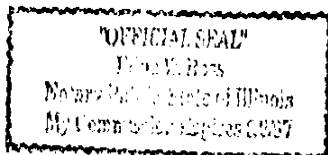
Attest: [Signature]
Assistant Vice President
AND TRUST OFFICER

By: [Signature]
Assistant Vice President
AND TRUST OFFICER

State of Illinois
Cook County

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT the persons whose names are subscribed to the foregoing rider are personally known to me to be the duly authorized officers of Bank One, Chicago NA, and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing 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 said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of November, 1995



[Signature]
Notary Public

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