Document Prepared and Recordation Requested by Robert I. Boehm Boehm, Pearlstein & Bright, Ltd.

96492487

DEPT-01 RECORDING

\$61.50

33 North LaSalle Street

35th Floor

Chicago, Illinois 60602

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COOK COUNTY RECORDER

When Recorded Mail To:

Susan Fogel

Bank Ore, Chicago, NA

111 North Canal Street Suite 1500

Chicago, Illinois 60506

98492487

SEVENTH MORTGACE MODIFICATION AGREEMENT

Agreement dated as of March 15, 1796 between American National bank and Trust Company of Chicago, not personally, but as Tustee under Land Trust Agreement dated November 1, 1985 and known as Trust No. 65940 ("Mortgagor"); George Koeckritz, individually; Koeckritz International, Inc., an Illinois compration ("Guarantor"); and Bank One, Chicago, NA, f/k/a Bank One, Evanston, NA, f/k/a First Illinois Bank of Evanston, N.A. ("Bank").

RECITALS

Guarantor is indebted to Bank without limitation in the principal sum of One A. Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) as evidenced by Promissory Note (as amended, modified, extended or replaced from time to time, the "Revolving Note") dated as of August 31, 1995, which Note is secured without limitation by a Mortgage, Security Agreement and Financing Statement ("Mortgage") and Assignment of Rents ("Assignment of Rents") applicable to the property commonly known as 1400 Hicks Road, Rolling Meadows, Illinois (the "Property"), legally described on Exhibit A attached hereto, which documents were registered with the Cook County Recorder of Deeds as Document Numbers LR3889750 and LR3889751 on June 18, 1990 and modified by a Mortgage Modification Agreement dated February 25, 1992 and recorded as Document No. 92172136 on March 17, 1992 and further modified by a Second Mortgage Modification Agreement dated December 28, 1992 and recorded as Document No. 93186279 on March 11, 1993 and further modified by a Third Modification Agreement dated July 31, 1993 and recorded as Document No. 93925482 on

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November 15, 1993 and further modified by a Fourth Modification Agreement dated July 1, 1994 and recorded as Document No. 94769839 on August 31, 1994 and further modified by Fifth Mortgage Modification Agreement dated May 1, 1995 and recorded as Document No. 95471662 on July 20, 1995 and further modified by a Sixth Mortgage Modification Agreement dated August 31, 1995 and recorded as Document No. 95802099.

- B. Guarantor is indebted to Bank in the principal sum of One Hundred Eighty Thousand Six Hundred Twenty-six and no/100 Dollars (\$180,626.00) as evidenced by a Business Purpose Promissory Note (as amended, modified, extended, replaced or renewed from time to time, "Term Note No. 1") dated July 31, 1993, in the original principal amount of Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00) which Term Note No. 1 is also secured in part by the Mortgage and Assignment of Rents.
- C. Guarantor is indebted to Bank in the principal sum of Fourteen Thousand Five Hundred Eighty-three and no/100 Dollars (\$14,583.00) as evidenced by a Business Purpose Promissory Note (as amended, modified, extended, replaced or renewed from time to time, "Term Note No. 2") dated September 16, 1994, in the original principal amount of Fifty Thousand and no/100 Dollars (\$50,000.00) which Term Note No. 2 is 250 secured in part by the Mortgage and Assignment of Rents.
- D. Mortgagor is indebted to Bank in the principal sum of One Million Five Hundred Sixteen Thousand Six Hundred Seventy-nine and no/100 Dollars (\$1,516,679.00) as evidenced by a Mortgage Note (as amended, modified, extended, replaced or renewed from time to time, "Mortgage Note") dated July 31, 1993, in the original principal amount of One Million Five Hundred Sixty-eight Thousand and no/100 Dollars (\$1,568,000.00) which Mortgage Note is also secured in part by the Mortgage and Assignment of Rents.
- E. George B. Koeckritz, individually, is also indebted to Bank without limitation in the principal sum of Three Hundred Eighty-six Thousand Nine Hundred and 64/100 Dollars (\$386,900.64) as evidenced by a Promissory Note (as amended, modified, extended, replaced or renewed from time to time, "Individual Note") dated August 30, 1995, in the original principal amount of Three Hundred Ninety-three Thousand and no/100 Dollars (\$393,000.00) which Individual Note is also secured in part by the Mortgage and Assignment of Rents.
- F. The Mortgage Note is also secured by the Continuing Guaranty ("Guaranty") dated July 31, 1993 executed by Guarantor.
- G. The Mortgage Note, Revolving Note, Term Note No. 1 and Term Note No. 2 and Individual Note are also secured by the Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust ("CABI") dated June 1, 1990

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applicable to American National Bank and Trust Company of Chicago Trust Number 65940.

H. George Koeckritz has requested an extension of the maturity date of the Individual Note from November 30, 1995 to May 14, 1996. Mortgagor and Guarantor have requested an extension of the maturity date of the Revolving Note from December 1, 1995 to May 14, 1996. Bank is willing to grant such extensions of the maturity dates pursuant to the terms and provisions of this Agreement and the Promissory Note Modification Agreement dated March 15, 1996 for the Revolving Note ("Revolving Note Modification") and Promissory Note Modification Agreement dated March 15, 1996 ("Individual Note Modification").

NOW, THE TEFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree at follows:

- 1. Mortgagor and Guarantor do hereby acknowledge that the Mortgage, Assignment of Rents, Guaranty and other applicable security documents are in full force and effect.
 - 2. Guarantor does hereby reaffirm and ratify its Guaranty.
- 3. In all other respects, the Mortgage, Assignment of Rents, Guaranty, CABI and other applicable security documents are ratified and reaffirmed.
- 4. The Mortgage, Assignment of Rents, CAPI and other security documents are hereby modified to provide that such instruments continue to be granted as collateral security for repayment of the Mortgage Note, Revolving Note, Term Notes and Individual Note (as amended, modified, extended, replaced or renewed from time to time) including any future advances under the Revolving Note, whether such advances are obligatory or are made at the option of Bank, or otherwise, as are made within twenty years from the date of the Mortgage, to the same extent as if such future advances were made on the date of the execution of the Mortgage, although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness that is secured by the Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any time shall not exceed \$3,615,688.00, plus interest thereon, and any disbursement made for the payment of taxes, special assessments, or insurance on the Property, with interest on such disbursements, and any other amounts as may be specified in the Mortgage.
- 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 Mortgage Note shall be construed as creating any liability on the Mortgagor personally to pay the Mortgage 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

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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 Mortgage 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, Illinois as of the date first above written.

Mortgagor:

American National Bank and Trust Company of Chicago, not reisonally but as Trustee under Trust Agreement dated November 1, 1985 and known as Trust No o5940

By:

Its:

CASTEM ALE ORESIDENT

Guarantor:

Koeckritz International, Inc., an

Illinois Corporation

By:

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Bank:

Bank One, Chicago, NA f/k/a Bank Bank One, Evanston, NA, f/k/a First Illinois Bank of Evanston, N.A.

Dy:_

lis: VICE PEELIT

Individual:

George 3. Koeckritz, individually

Office

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State of Illinois)
County of COOK SS
I, BRIAN T. HOSEY, a Notary Public in and for the state and county aforesaid, DO HEREBY CERTIFY THAT GREGORY S. KASPRZYK personally appeared before me this day and acknowledged that they signed the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and seal this day of MAY 16 1996, 1996.
BHIANT. HOSEY NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 11/01/29 WY TO THE TOP ILLINOIS MY Commission Expires 11/01/29 WY TO THE TOP ILLINOIS WY TO THE TOP ILLINOIS WE TO THE TOP IL
State of Illinois) SS County of Cook
State of Illinois) SS County of Cook
I, Susan A. FoseL a Notary Public in and for the state and county aforesaid, DO HEREBY CERTIFY THAT Farhage Hassen, Vice President
personally appeared before me this day and acknowledged that they signed the foregoing instrument as their free and voluntary act, for the uses and purposes therein se for h
Given under my hand and seal this 30 day of # May . 1995.
Seesan Off.
Notary Public

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State of Illinois)	
County of Cook)	
personally appeared before me this date instrument as their free and voluntary act. Given under my hand and seal this are a compared to the c	y and acknowledged that they signed the foregoing for the uses and purposes therein set forth.
ANDREW A. KIRSOHT NOTARY PUBLIC, STATE OF ILUNO'S MY COMMISSION CKMRES 1/5/92	Notary Public
	74 Co,
State of Illinois) County of Cool C	
atoresaid, DO HEKEBY CERTIFY THAT	a Notary Public in and for the state and county Stocks Cocyclette History & Ka and acknowledged that they signed the foregoing for the uses and purposes therein set form
Given under my hand and seal this	Zelday of April 1995.
"OFFICIAL SEAL" ANDREW A. KIRSCHT NOTARY PUBLIC STATE OF ILLINOIS MY COLUMISSIONIS YOURSE (15/102)	Notary Public

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EXHIBIT "A"

Legal Description

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. I, BEING A SUBDIVISION OF THE NORTH 480 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42, 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 REGISTER IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLENOIS, ON MAY 14, 1958 AS DOCUMENT 1795857, IN COOK COUNTY, ILLENOIS.

PIN NUMBER: 02-26-200 022, VOLUME 150

COMMONLY KNOWN AS:

Rolling Meadows, Illinois

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