#### MORTGAGE MODIFICATION AGREEMENT

This Modification Agreement is dated as of this 31st day of October, 1995, and is made between Cast Metals Institute, an Illinois Corporation ("Mortgagor") and First Bank National Association, Successor in Interest to The First National Bank of Des Plaines ("Mortgagee").

#### <u>UNDERSTANDINGS</u>

- A. Mortgagor executed a Mortgage in favor of Mortgagee dated as of September 30, 1989 and registered February 27, 1990, with the Cock County Registrar of Titles as Document No. 3862755 (the "Mortgage") encumbering the real estate described on Exhibit A attached hereto and made a part hereof.
- B. The Mortgage secured the indebtedness, obligations and liabilities of Mortgagor and American Foundrymen's Society, an Illinois corporation pursuant to a Promissory Note in the original principal amount of \$1,000,000.00 dated September 30, 1989 payable to Mortgages and executed by Mortgagor and American Foundrymen's Society, an Illinois corporation ("Note I") and any renewals thereof.
- C. Mortgagor executed 2 Mortgage Modification Agreement in favor of Mortgagee dated as of October 31, 1992, and recorded with the Cook County Recorder, Torrens Recording Department on November 17, 1992, as document number 92859972 ("Mortgage Modification") encumbering the real estate described on Exhibit A.
- D. Mortgagor executed a Mortgage Modification Agreement in favor of Mortgagee dated as of October 31, 1993, and recorded with the Cook County Recorder on November 4, 1993, as document number 93893534 ("Mortgage Modification 1") encumbering the real estate described on Exhibit A.
- E. Mortgagor executed a Mortgage Modification Agreement in favor of Mortgagee dated as of October 31, 1994, and recorded with the Cook County Recorder on October 19, 1994, as document number 94896005 ("Mortgage Modification II") encumbering the real estate described on Exhibit A.
- F. The Mortgage as modified by Mortgage Modification II secures the indebtedness, obligations and liabilities of Mortgagor and American Foundrymen'. Society, an Illinois corporation pursuant to a Promissory Note in the original principal amount of \$1,000,000.00 dated October 31, 1994, payable to Mortgagee and executed by Mortgagor and American Foundrymen's Society, an Illinois corporation ("Note II") which is a renewal of Note I and any renewals thereof.
- G. Mortgagor and American Foundrymen's Society wish to extend the term of Note II, and Mortgagee is willing to do so.

NOW, THEREFORE, in consideration of the Understandings set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:



1. The first paragraph immediately following the word "WITNESS" on the first page of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

American Foundrymen's Society, an Illinois corporation "WITNESS: ("Debtor") and Mortgagor have executed a promissory note ("Note") dated as of October 3!, 1995, payable to the order of the Mortgagee in the principal amount of \$1,000,000.00, plus interest at the per annum rate of the Reference Rate of Mortgagee and after DEFAULT or MATURITY at the per annum rate of three percent (3%) in excess of the Reference Rate of Mortgagee. The Note with any accrued and unpaid interest is payable on October 31, 1997, unless the Note shall become due earlier whether by acceleration or otherwise. Interest is payable monthly commencing on November 30, 1995, and on the last day of each month This Mortgage secures a Revolving Credit Note. thereaste: until Maturity. Disbursements of principal shall be made in accordance with the terms of the Note. The Mortgagor and Debtor may borrow, repay and reborrow up to the full principal amount of \$1,000,000.00 in accordance with the terms of the Note. This Mortgage secures not only the indebtedness from the Mortgagor and Debtor to the Mortgagee existing on the date rereof but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee or otherwise as are made within twenty (20) years from the date of this Mortgage to the same extent as if such future advances were made on the date of the execution of this Mortgage although there may be no advance made at the time of the execution of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid valence so secured at any one time shall not exceed an amount in excess of 400% of the original stated principal amount of the Note and this Mortgage including additional advances plus interest thereon and any disbursements made by Mortgagee for the payment of taxes, special assessments or insurance on the Premises, with interest on such disbursements."

2. In all other respects, the Mortgage shall remain up hanged and in full force and effect.

T\$0(0) TRAN 8420 05/17/96 16:07:00 \$2290 1 LM \*-96-378233 COOK COUNTY RECORDER

MORTGAGOR:

MORTGAGEE:

First Bank National Association

DEPT-10 PEHALTY

\$40.00

\$43.50

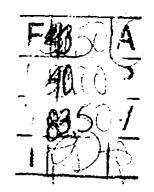
Cast Metals Institute, an Illinois corporation

Jan Komm-Trauxes: By:

its: V ( ) V ( )

Prepared By and Mail To:

Paul J. Richter, Esq. DeHaan & Richter, P.C. 55 West Monroe Street Suite 1000 Chicago, Illinois 60603 (312) 726-2660





# 96378233

# **UNOFFICIAL COPY**

| STATE OF ILLINOIS  |
|--|
| COUNTY OF Cook   |
| I, <u>letter Bolder</u> , a Notary Public in and for said County, in the State aforesaid, do hereby certify that <u>letter</u> , of <u>letter letter</u> , of <u>letter letter</u> , an <u>corporation and corporation and <u>corporation and letter</u>, an <u>corporation and letter</u>, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and as the free and voluntary act of said corporation for the uses and purposes therein set forth.</u> |
| Given under my hand and notarial seal this 13th day of   |
| My Commission Expires:    My Commission Expires:   |

COUNTY OF Look , a Notary Public in and for the County and State aforesaid, do hereby certify that Elizabeth of that Bank National Constitution, a banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. under my hand and notarial seal this 13th 1946. Notary Public My Commission Expires: ... state of Mepols \$ ... In Ingres 14 2010 \$ General Court

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STATE OF Allren

#### EXHIBIT A

## PARCEL 2:

LOT THIRTY SEVEN (37), LOT THIRTY EIGHT (38), LOT THIRTY NINE (39), LOT FORTY (40), LOT FORTY ONE (41) In Block Twelve (12) in H.M. Cornell Co's Cumberland, a Subdivision of the South Half (%) of the Southeast Quarter (%) of the Southeast Quarter (%) of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian, also that part of the East Half (%) of the Northeast Quarter (%) of the Northeast Quarter (%) of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Seeger's Road, called Elk Grove Road, a Resubdivision of Lots 1 and 8 in Seeger's Subdivision of part of the South Half (%) of Fractional Section 7, and part of the North Half (%) of Fractional Section 18, Township 41 North, For je 12, East of the Third Principal Meridian, situated in the City of Des Plaines, Cook County, Illinois, according to the Plat thereof filed in the Office of the of Co.
(32.999.

Or Cook County Clark's Office Registrar of Ti les February 29, 1923, as Document Number 394967 and according to the Surveyor's Certificate of Correction filed in the Registrar's Office. September 16, 1932, as Document Number 994999.

90070033

### PARCEL 4:

That part of LOT SIX described as follows: Commencing at a point 8.32 feet East of the North West corner thereof; thence South on a line forming an interior angle of 90004, a distance of 61.54 feet; thence West 3.09 feet; thence South parallel with the first described course, a distance of 111.01 feet to the South line of Lot 6 aforesaid; thence Northwesterly to the South West corner of Lot 6 aforesaid; thence North on the West line of Lot 6 aforesaid to the North West corner thereof; thence East 8.32 feet to the point of beginning (6), LOT SEVEN (7), LOT EIGHT (8), LOT NINE (9), LOT TEN (10), LOT ELEVEN (11), LOT TWELVE (12), LOT THIRTEEN (13), LOT FOURTEEN (14), LOT FIFTEEN (15), LOT SIXTEEN (16) All in Block Twelve (12) in H.M. Cornell Company's Cumberland, a Subdivision of the South Half (%) of the Southeast Quarter (%) of the Southeast Quarter (%) of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian; also that part of the East Half (%) of the Northeast Quarter (%) of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Seeger's Road called Elk Grove Road, and a Resubilivision of Lots 1 and 8 in Seeger's Subdivision of part of the South Half (3) of Fractional Section 7, and part of the North Half (1/2) of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof, recorded in the Recorder's Office of Cook County, Illinois, February 29, 1928 as Document Number 9940985, in Book 255 of Plats, Page 36, filed in the Office of the Registrar of Titles of said County, February 29, 1928 as Document Number 3949 7 and according to the Surveyor's Certificate of Correction thereof recorded in said Recorder's Office September 28, 1929 as Document Number 10492548 and filed in said Registrar's Office September 16, 1932 as Document Show Clork's Office Number 592610 and refiled as Document Number 594999.

Permanent Index Nos.

09-07-417-038 09-07-417-039 09-07-417-040 09-07-417-041 09-07-417-042 09-07-417-043 09-07-417-044 09-07-417-045 09-07-417-046 09-07-417-047 09-07-417-054 09-07-417-055 09-07-417-048

Commonly known as W. Golf and N. Wolf Rds., Des Plaines, IL 60016