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PREPARED BY:

Robert M. Chencinski

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1998-06-02 11:06:05

WHEN RECORDED RETURN TO:

The First National Bank of Chicago

One First National Plaza Part 1000 0130

Ar Ale in

Chicago, Illinois 60670

ATTN: Jon S. Maui.



First Mortgage and Security Modification Agreement

OH'S

This Agreement (hereinafter the "Agreement") is made and entered into as of the 30th day of April, 1998, by and between The First National Bank of Chicago, anational banking association, having its principal office at One First National Plaza, Chicago, IL. (herein the "Mortgagee"), and M. Richard Tetrault (herein the 'Mortgagor').

#### WITNESSETH

Whereas, the Morigagor has previously executed and delivered to the Morigagee, a certain Revolving Credit Note dated August 15, 1996 in the original principal amount of \$100,000 and a certain Term Note dated August 15, 1996 in the original principal amount of \$315,006.00 (herein the "Notes"); and

Whereas, to secure the indebtedness evidenced by the Notes, the Mortgagor has executed and delivered to the Mortgagoe. a Mortgage and Security Agreement (herein the "Mortgage") and an assignment of Rents and Lessor's Interest in Leases (herein the "Assignment of Rents and Leases") each dated August 15, 1996 and recorded with the Cook County Recorder on August 19, 1996 as Document Numbers 96636023 and 96636024, respectively, on the Real Estate legally described therein as follows:

See Attached Exhibit "A" (the 'Premises')

Commonly known as: 7441 North Channel Road, Skokie, IL 60076 Tax Parcel Identification No. 10-26-401-053-0000 & 10-26-401-065-0000

And Whereas, the Mortgagor has requested of the Mortgagee to borrow additional sums to be secured by the Mortgage, and the Mortgagee has agreed to lend such additional amounts to the Mortgagor and

Whereas, the Mortgagor and Mortgagee are desirous of amending the Mortgage to reflect the increase of the indebtedness intended to be secured by this Mortgage;

Now, Therefore, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. The second full paragraph on page 1 of the Mortgage and Security Agreement is amended in its entirety to read as follows:

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee, the following obligations:

1 A Term Note (Real Estate), dated August 15, 1996, in the principal sum of Three Hundred Fifteen Thousand and No 100ths (\$315,000.00) Dollars bearing interest at the rate specified therein, due in the manner as provided therein and in any event one hundred twenty (120) months following the funding of a certain SBA 504 Loan payable to the order of the Mortgagee, the terms and provisions of which Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length;

BOX 333-CTI

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2. A Revolving Demand Note, dated of even date herewith, in the amount of One Hundred Fifty Thousand and No/100ths (\$150,000.00) Dollars;

The Term Note (Real Estate) and the Revolving Demand Note are collectively hereinafter referred to as the "Notes".

It is further agreed as between the Mortgagor and the Mortgagee that neither the repayment of the indebtedness evidenced by the Notes, nor the obligations of the Mortgagor thereunder, nor the Mortgage, shall in any way be prejudiced by this Agreement, said Mortgage being intended to be modified only to the extent therein and herein mentioned and said Mortgage to continue and remain in full force and effect. The parties hereto ratify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Mortgage as modified by this Agreement.

IN WITNESS WHEREOF, the parties hereto has caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

MURTGAGEE:	MORTGAGOR:
By:  Jon S. Maul, Vice President	M. Richard Tetrauk
Ox	M. Armaiu Textaun
STATE OF ILLINOIS ) ) SS. COUNTY OF COOK )	4
I, the undersigned, a Notary Public, in and for	said County, in the State aforesaid, DO HEREBY CERTIFY than
of said corporation, appeared before me this day and act and voluntary act and as the free and voluntary act of sa	rson whose name is subscribed to the foregoing instrument as such officer knowledged that he signed and delivered said instrument as his own free hid corporation for the uses and purposes therein set forth.
Given under my hand and notarial seal, this	day of Aux 1998.
My Commission Expires: 1-22-2003	OFFICIAL SEAL WENDY M. GOLDER
STATE OF ILLINOIS )  SS.  COUNTY OF COOK )	NOTARY PUBLIC, SUFIE OF ILLIHOIS NY COMMISSION EXPINES 1-72-2002
M. Richard Tetrault, personally known to me to be t	said County, in the State aforesaid, DO HEREBY CERTIFY that the same person whose name is subscribed to the foregoing instrument gned and delivered said instrument as his own free and voluntary act for
Given under my hand and notarial seal, this //	day of 177. 1998.
My Commission Expires: 122-2662	Notary Public
* ** ** *** SEE7S <b>†</b> 86	OFFICIAL SEAL WENDY M. GOLDER HOTARY PUBLIC, STATE OF ALLHOIS MY COMMISSION EXPIRES 1-22-2002

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### EXHIBIT 'A' Legal Description Rider

FARCELL: THE SOUTH T4:45 FEET OF THE NORTH 14:45 FEET OF LUT 4:AS MEASURED ALONG THE EAST LINE THERE DE IN NATIONAL EXICK COS INDUSTRIAL SUBDIVISION OF PART OF THE SOUTHEAST 1:4 OF SECTION 25. TOWNSHIP 41 NORTH, RANGE 12. EAST OF THE THERD PRINCIPAL MERIDIAN (EXCEPT THE WESTERLY 12:59 FEET OF SAID LOT 4:AS MEASURED AT RIGHT ANGLES TO THE NORTHWESTERLY LINE THEREOF) ALSO DESCRIBED AS FOLLOWS. COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL, THENCE WEST ON THE SOUTH LINE OF THE SOUTH T4:45 FEET OF THE NORTH 14:45 FEET OF SAID LOT 4, 173 FEET, THENCE NORTH ON WEST LINE OF LOT 4, 41:32 FEET, THENCE NORTH 35:51 FO FEET TO A POINT ON THE NORTH LINE OF THE SOUTH T4:45 FEET OF SAID LOT 4, SAID POINT BEING 16:102 FEET WEST OF THE EAST LINE OF SAID LOT 4, THENCE EAST 15:102 FEET ALONG THE NORTH LINE OF SOUTH T4:45 FEET OF THE NORTH LINE OF SOUTH T4:45 FEET TO THE PLACE OF BEGINNING

ALSO, PARCEL 1. EASEMENT FOR INCRESS AND EGRESS FOR THE BENEFIT OF PARCEL I AFORESAID OVER THE WESTERLY 1250 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTHWESTERLY LINE THEREOF EXTENDED SOUTHWESTERLY) OF SAID SOUTH 1445 FLET OF THE NORTH 1445 FEET OF LOT 4. THENCE WESTERLY 125 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTHWESTERLY LINE THEREOF) OF THE NORTHWESTERLY LINE THEREOF) OF LOT 1 AND THE SOUTH 25 FEET OF LOT 1 IN NACIONAL BRICK CO 5 INDUSTRIAL SUBDIVISION AFORESAID AS CREATED BY AND SHOWN ON PLAT OF SAID SUBDIVISION DATED AUGUST 6, 1956 AND RECORDED OCTOBER 15, 1956 AS DOCUMENT NUMBER 1675426

ALSO, PARCEL 3. EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFGRESAID ON AND OVER THE FOLLOWING DESCRIBED PROPERTY. BEGINNING ALL POINT 500 FEET SOUTH OF THE NORTH LINE AND 65 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1.4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1.4 OF SECTION 25, A DISTANCE OF 18:52 FEET TO A POINT, THENCE NORTHEASTERLY WITH AN ANGLE OF 65 DEGREES 59 MINUTES MEASURED. QUINTERCLOCKWISE FROM LAST DESCRIBED COURSE, A DISTANCE OF 21 SC FEET TO A POINT 415 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1.4 OF SECTION 26, THENCE EAST ON A LINE 415 FEET TO A POINT 65 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1.4 OF SECTION 26, THENCE SOUTH ON A LINE 65 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST 1.4 OF SECTION 26, THENCE SOUTH ON A LINE 65 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST 1.4 OF SAID SECTION 26 A DISTANCE OF 25.01 FEET TO THE PLACE OF BEGINNING AS CREATED BY GRANT FROM GLOBE FUEL PRODUCTS, INC., AN ILLINOIS CORPORATION TO NATIONAL BRICK COMPANY, AN ILLINOIS CURPORATION, DATED NOVEMBER 26, 1956, AND RECORDED NOVEMBER 29, 1956 AS DOCUMENT NUMBER 1856/293

ALSO, PARCEL 4. EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS IN FAVOR OF PARCEL I TO AND FROM HOWARD STREET ON AND OVER THE SOUTH 25 FEET OF THE NORTH 500 FEET OF THE WEST 25 FEET OF THE WEST 30 FEET AND THE EAST 41 FEET OF THE WEST 30 FEET OF THE NORTH 500 FEET, ALL IN THE SOUTHWEST 1.4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN. AS CREATED BY WARRANTY DEED FROM NATIONAL BRICK COMPANY, A CORPORATION OF ILLINOIS, TO JAMES B. MORGAN AND VIRGINIE C. MORGAN, HIS WIFE, DATED DECEMBER 17, 1957 AND RECORDED DECEMBER 21, 1957 AN DOCUMENT NUMBER 17, 1946 AND AS RESERVED IN DEEDS BY NATIONAL BRICK COMPANY TO EMERGENCY STEEL SERVICE COMPANY, RECORDED APRIL 4, 1956 AS DOCUMENT NUMBER 1544574 AND RECORDED MAY 31, 1956 AS DOCUMENT NUMBER 1544572, ALL IN COOK COUNTY, ILLINOIS.

ALSO, PARCELS. THE SOUTH 25 FEET OF THE NORTH 1994S FEET OF LOT 4 (AS MEASURED ON THE EAST LINE THEREOF) IN NATIONAL BRICK CO'S INDUSTRIAL SUBDIVISION OF PART OF THE SOUTHEAST 1.4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REJURDED OCTOBER 25, 1959 AS DOCUMENT NUMBER 19139 AND COOK COUNTY, ILLINGIS.

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