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Prepared by and Return to:

Gregg G. Rotter, Esq.  
Lapin & Associates  
300 W. Washington Street  
Suite 409  
Chicago, Illinois 60606



98491423

8031/0012 35 001 Page 1 of 16  
1998-06-11 10:06:47  
Cook County Recorder 51.50

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LOAN MODIFICATION AGREEMENT

THIS AGREEMENT is made as of the 15<sup>th</sup> day of April, 1998, by and among Cook-Fenger Partnership, an Illinois general partnership and Cofen, Inc., an Illinois corporation (hereinafter individually and collectively referred to as "Borrower"), and The First National Bank of Chicago, an Illinois banking corporation, ("Lender").

WITNESSETH:

- A. Borrower has previously executed a certain Authorization for Debenture Guarantee 504 Program No. CDC-S 949 888 30 02 SPR dated August 29, 1996, as amended from time to time, by and between the U.S. Small Business Administration ("SBA"), Illinois Small Business Growth Corporation and Borrower ("Loan Agreement").
- B. Borrower has previously executed a certain Construction Loan Agreement dated October 15, 1996 in favor of Lender ("Construction Loan Agreement").
- C. Lender is the holder of a certain Construction Loan Note dated as of October 15, 1996, in the principal sum of Five Hundred Forty Thousand and No/100 Dollars (\$540,000.00) executed by Borrower and payable to Lender (the "Note").
- D. The Note is secured by, among other things, the following:
  - 1. Construction Mortgage dated October 15, 1996 and recorded October 16, 1996 as document 39898354 in the office of the Lake County Recorders Office, Illinois made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated August 9, 1996 and known as Trust No. 5088-AH ("Trustee") to Lender pertaining to the property commonly known as Highway 176 & Midlothian Road,

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Mundelein, Illinois ("Mundelein Property") ("Mundelein Mortgage") and legally described on Exhibit A attached hereto.

2. Junior Mortgage dated October 15, 1996 and recorded October 21, 1996, as document 96801213 in the Office of the Cook County Recorders Office, Illinois made by American National Bank and Trust Company of Chicago, as successor trustee to NBD Bank, as Trustee under Trust Agreement dated November 15, 1993 and known as Trust No. 4653-AH, to Lender pertaining to the property commonly known as 790 Rand Road, Mt. Prospect, Illinois ("Mt. Prospect Property") ("Mt. Prospect Mortgage") and legally described on Exhibit B attached hereto.

3. Security Agreement and Assignment-Interest in Land Trust dated October 15, 1996 made by James Cook, individually and Clarence Fenger and Dolores Fenger as co-trustee's of the Fenger Declaration of Trust dated June 26, 1996 to Lender pertaining to the Mt. Prospect Property ("Security Agreement and Assignment-Interest in Land Trust-Mt. Prospect Property").

4. Security Agreement and Assignment-Interest in Land Trust dated October 15, 1996 made by the Fenger Declaration of Trust dated June 26, 1996 and James Cook, to Lender, pertaining to the Mundelein Property ("Security Agreement and Assignment-Interest in Land Trust").

5. Assignment of Real Estate Leases and Rentals dated October 4, 1996 and recorded October 16, 1996 as document no. 3883360 in the Office of the Lake County Recorders Office made by Trustee pertaining to the Mt. Prospect Property ("Assignment of Real Estate Leases and Rentals").

6. Subordination of Real Estate Lease dated October 15, 1996 made by Cofen, Inc., an Illinois corporation ("Tenant") and Trustee pertaining to the Mundelein Property ("Subordination").

7. Guaranty dated October 15, 1996 made by Cefco, Inc., an Illinois corporation in favor of Lender ("Guaranty").

8. Security Agreement dated October 15, 1996 made by Cook-Fenger Partnership, a general partnership in favor of Lender ("Partnership Security Agreement").

9. Security Agreement dated October 15, 1996 made by Cofen, Inc., an Illinois corporation in favor of Lender ("Cofen Security Agreement").

10. State of Illinois UCC-1 Financing Statement dated October 15, 1996 made by Cook-Fenger Partnership, a General Partnership in favor of Lender.

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11. State of Illinois UCC-1 Financing Statement made by Cofen, Inc., an Illinois corporation in favor of Lender.

12. State of Illinois UCC-1 Financing Statement made by James Cook, individually and the Fenger Declaration of Trust dated June 26, 1996 in favor of Lender.

13. State of Illinois, County of Lake UCC-2 Financing Statement made by Cook-Fenger Partnership, a general partnership in favor of Lender.

14. State of Illinois, County of Lake UCC-2 Financing Statement made by Cofen, Inc., an Illinois corporation in favor of Lender (items 10-14 are collectively referred to as "Financing Statements").

15. Collateral Assignment of Life Insurance Policy on the life of James Cook in favor of Lender ("Collateral Assignment of Life Insurance Policy").

E. The Mundelein Mortgage, the Mt. Prospect Mortgage, Assignment of Real Estate Leases and Rentals, Security Agreement and Assignment-Interest in Land Trust, Security Agreement and Assignment-Interest in Land Trust-Mt. Prospect, Security Agreement and Assignment-Interest in Land Trust, Subordination, Guaranty, Partnership Security Agreement, Cofen Security Agreement, Financing Statements, Collateral Assignment of Life Insurance Policy and all other security interest granted in favor of Lender pursuant to the Loan Agreement and Construction Loan Agreement are hereinafter collectively referred to as ("Security Documents").

F. Under the terms of the Authorization, the Illinois Small Business Growth Corporation ("ISBGC") has agreed to pay down the Note to the amount of \$300,000.00.

G. As a direct result of the ISBGC's pay down of the Note, the ISBGC and the Borrower has requested that the Note be modified to reflect (i) a reduction in the original outstanding principal amount of the Note from \$540,000.00 to \$300,000.00; (ii) a change in the monthly installment from interest only payments to principal and interest payments of \$2,708.83 commencing on May 15, 1998 and payable on the 15th day of each month thereafter, with a final installment of all outstanding principal, all accrued interest due and payable on May 14, 2008.

H. Lender is willing to accommodate the ISBGC and Borrower's request as set forth directly above subject to the terms and conditions set forth below.

IT IS THEREFORE AGREED between Lender and Borrower in consideration of the premises and other good and valuable consideration the receipt of which is hereby acknowledged as follows:

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1. Modification of Loan Documents. The Loan Agreement, Note and all other loan documents executed pursuant to the Loan Agreement are hereby modified and amended to reflect (i) a reduction in the original outstanding principal amount of the Note from \$540,000.00 to \$300,000.00; (ii) a change in the monthly installment from interest only payments to principal and interest payment of \$2,708.83 commencing on May 15, 1998 and payable on the 15th day of each month thereafter, with a final installment of all outstanding principal and all accrued interest due and payable on May 14, 2008. Borrower agrees to execute an Amended and Restated Note amending the terms of the Note as set forth herein in the form attached hereto as Exhibit C.

2. Fees. Borrower agrees to pay Lender or Lender's attorney on demand all of the attorneys' fees and costs, title and recording costs and all other costs Lender incurs in connection with the preparation, negotiation and execution of this Agreement and related documents.

3. Full Force and Effect. Except as modified above, the Note, the Security Documents, the Loan Agreement and all other loan documents executed pursuant to the Loan Agreement and all of the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as security for the indebtedness described therein, and the mortgage liens and collateral positions created thereby shall not be affected or impaired in any way.

4. Reaffirmation. The Borrower hereby restates and reaffirms each and every representation, warrant, covenant and agreement contained in the Note, Security Documents, Loan Agreement and all other loan documents executed pursuant to the Loan Agreement as fully as if such representations, warranties, covenants and agreements were set forth herein.

5. Waiver. It is the express intention and agreement of the parties hereto that neither the modification of the Note, Security Documents, Loan Agreement or all other loan documents executed pursuant to the Loan Agreement or any extension of the maturity or terms thereof as provided herein, if any, is intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations thereof. The execution of this Agreement by the Lender shall not be deemed to be a waiver of its rights under any other agreement, note, mortgage, trust deed, security agreement, assignment instrument, guaranty or other document on the part of the Lender in exercising any right nor shall operate as a waiver of such right or any other rights. A waiver and revocation shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the Lender's rights, and remedies whether evidenced by the Security Documents, Loan Agreement or by any other agreement, guaranty, mortgage, trust deed, note, security agreement, assignment, instrument or other document shall be cumulative and in addition to all other rights and remedies granted to the Lender at law or in equity and may be exercised from time to time as often as deemed expedient by the Lender.

6. Lien Priorities. If it is determined that any other person or entity other than the Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Agreement, the original terms of the Note and Security Documents and Loan Agreement shall be severable from this Agreement and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and the Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Agreement. It is understood by and is the intention of the parties hereto that any legal or

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equitable priorities of the Lender over any party which were in existence before the date of execution of this Agreement shall remain in effect after the execution of this Agreement.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals as of the date first set forth above.

LENDER:

The First National Bank of Chicago

By: [Signature]  
Authorized Signatory

BORROWER:

Cook-Fenger Partnership, a general partnership

By: [Signature]  
James Cook, individually and general partner

By: [Signature]  
Dolores Fenger, individually and general partner

By: [Signature]  
Clarence Fenger, individually and general partner

Cofen, Inc., an Illinois corporation

By: [Signature]  
James Cook, President

ATTEST:

By: [Signature]  
Dolores Fenger, Secretary

In consideration of Lender's accommodation of the Borrower's request for this Loan Modification Agreement, the following entities who have executed certain documents pursuant to the Loan Agreement hereby consents to the terms of this Loan Modification Agreement.

(SIGNATURES CONTINUED ON NEXT PAGE)

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GUARANTOR: 98491423

Cefco, Inc., an Illinois corporation

By: *James Cook*  
James Cook, President

ATTEST:

By: *Dolores Fenger*  
Dolores Fenger, Secretary

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## EXHIBIT A

### LEGAL:

LOT 1 IN MOBIL OIL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 13, 1973 AS DOCUMENT 1608884, IN BOOK "51" OF PLATS, PAGE 72, IN LAKE COUNTY, ILLINOIS.

PIN: 10-24-305-001

COMMON ADDRESS: Highway 176 & Midlothian Road, Mundelein, IL

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EXHIBIT B

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## LEGAL DESCRIPTION

## LEGAL:

THAT PART OF LOT A IN REESE'S ADDITION TO MOUNT PROSPECT, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT A; THENCE WEST ON THE SOUTH LINE OF LOT A, A DISTANCE OF 394.07 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY, PERPENDICULAR TO SAID SOUTH LINE OF SAID LOT A, A DISTANCE OF 120 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF LOT A, A DISTANCE 221.81 FEET TO SAID WESTERLY LINE THENCE SOUTHEASTERLY ON SAID WESTERLY LINE 10 FEET TO THE SOUTHWEST CORNER OF LOT A; THENCE EAST ON THE SOUTH LINE OF LOT A, A DISTANCE OF 186.81 FEET TO THE POINT OF BEGINNING.

## PIN:

COMMON ADDRESS: 790 Rand Road, Mt. Prospect, Illinois

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EXHIBIT C  
AMENDED AND RESTATED NOTE

\$300,000.00

As of April 15, 1998

On October 15, 1996, The First National Bank of Chicago, an Illinois banking corporation (the "Bank"), made a loan to Cook-Fenger Partnership and Cofen, Inc., an Illinois corporation (the "Borrower"), in the principal amount of \$540,000.00 (the "Loan"). The Loan is evidenced by the Borrower's Construction Loan Note dated October 15, 1996, in the principal amount of \$540,000.00 as amended July 14, 1997 (the "Original Note"). The Borrower and the Bank have agreed to amend and restate the Original Note pursuant to this Amended and Restated Note (the Original Note as amended and restated hereby being herein called this "Note"). Accordingly, the Original Note is hereby amended and restated in its entirety to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

The foregoing Recitals are hereby incorporated in and made a part of this Note. Unless the context clearly indicates otherwise, each term used in this Note which is defined in the Recitals shall have the meaning given to the term in the Recitals.

With respect to the Loan, this Note is an amendment and restatement only and not a novation. Nothing contained herein shall be deemed to nullify, discharge, or extinguish (a) the contractual relationship between the parties as it existed before the date hereof under the Original Note or (b) the obligations of the Borrower under any of the Loan Documents. If there is any conflict between any of the terms and provisions of this Note and the Original Note, the terms and provisions of this Note shall take precedence, control and govern.

This Note has been executed under seal as of the day and year first written above.

BORROWER:

Cook-Fenger Partnership, a general partnership

By: \_\_\_\_\_  
James Cook, individually and general partner

By: \_\_\_\_\_  
Dolores Fenger, individually and general partner

By: \_\_\_\_\_  
Clarence Fenger, individually and general partner

(SIGNATURES CONTINUED ON NEXT PAGE)

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Cofen, Inc., an Illinois corporation

By: \_\_\_\_\_  
James Cook, President

ATTEST:

By: \_\_\_\_\_  
Dolores Fenger, Secretary

(CORPORATE SEAL)

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Installment Business Loan Note

Due May 14, 2008

No. \_\_\_\_\_

Promise to Pay: On or before May 14, 2008 ("Maturity Date") for value received, the undersigned (the "Borrower") promises to pay to the \* an Illinois banking corporation (the "Bank") or order, at the Bank's main office in Ill. Prospect the sum of Three Hundred Thousand and No/100 DOLLARS (\$ 300,000.00) plus interest computed on the basis of the actual number of days elapsed in a year of 360 days at the rate of: See Exhibit "A" attached hereto and incorporated herein

First National  
Bank of Chicago

~~\_\_\_\_\_ % per annum until maturity, whether by acceleration or otherwise (the "Note Rate"), and at the rate of 2% per annum above the Note Rate on overdue principal from the date when due until paid.~~

~~\_\_\_\_\_ % per annum above the rate announced from time to time by the Bank as its "prime" rate (the "Note Rate"), which rate may not be the lowest rate charged by the Bank to any of its customers, until maturity whether by acceleration or otherwise, and at the rate of 2% per annum above the Note Rate on overdue principal from the date when due until paid. Each change in the "prime" rate will immediately change the Note Rate.~~

In no event shall the interest rate exceed the maximum rate allowed by law; any interest payment which would for any reason be unlawful under applicable law shall be applied to principal.

The Borrower will pay this sum in 120 equal monthly installments of principal and interest in the amount of \$2,708.83 commencing on May 15, 1998 and continuing successive monthly installments of principal and interest in the amount of \$2,708.83 payable on the 15th day of each month thereafter until the Maturity Date, or when the entire balance of unpaid principal plus accrued interest shall be due and payable immediately.

**Business Loan:** The Borrower acknowledges and agrees (i) that this Note evidences a business loan for the purpose of financing a commercial enterprise carried on for the purpose of investment or profit under 815 ILCS 205/4 and is not subject to any usury law or limitation of the State of Illinois, and (ii) the obligation evidenced by this Note is an exempt transaction under the Federal Truth-in-Lending Act, 15 U.S.C. Section 1601 et seq.

**Prepayment:** If a higher interest rate is specified above, the Borrower may prepay all or any part of the principal balance of this note on one business day's notice provided that, in addition to all principal, interest and costs owing at the time of prepayment, the Borrower pays a prepayment premium equal to the Current Value of (i) the interest that would have accrued on the amount prepaid at the Note Rate, minus (ii) the interest that could accrue on the amount prepaid at the Treasury Rate. In both cases, interest will be calculated from the prepayment date to the maturity date(s) of the installment(s) being prepaid. Such maturity date(s) shall be determined by applying the prepayment to the scheduled installment(s) of principal in their inverse order of maturity. "Treasury Rate" shall mean the yield, as of the date of prepayment, on United States Treasury bills, notes or bonds, selected by the Bank in its discretion, having maturities comparable to the scheduled maturities of the installment(s) being prepaid. "Current Value" means the net present value of the dollar amount of the interest to be earned, discounted at the Treasury Rate. In no event shall the prepayment premium be less than zero. The Borrower's notice of its intent to prepay shall be irrevocable. If the balance of this note is accelerated in accordance with the terms of this note, the resulting balance due shall be considered a prepayment due and payable as of the date of acceleration. The Borrower agrees that the prepayment premium is a reasonable estimate of loss and not a penalty. The prepayment premium is payable as liquidated damages for the loss of bargain, and its payment shall not in any way reduce, affect or impair any other obligation of the Borrower under this note.

In any event, all prepayments shall be applied to installments of principal in their inverse order of maturity, and no prepayments shall reduce the dollar amount of fixed principal installments required to be paid, until this Note is paid in full.

**Security:** To secure the payment of this Note and any other present or future liability of the Borrower to the Bank, whether several, joint, or joint and several, the Borrower pledges and grants to the Bank a continuing security interest in the following described property and all of its additions, substitutions, increments, proceeds and products, whether now owned or later acquired (the "Collateral"):

1. All securities and other property of the Borrower in the custody, possession or control of the Bank (other than property held by the Bank solely in a fiduciary capacity);
2. All property or securities declared or acknowledged to constitute security for any past, present or future liability of the Borrower to the Bank;
3. All balances of deposit accounts of the Borrower with the Bank.
4. The following additional property of the Borrower: Mortgage on the property commonly known as a) Highway 176 & Midlothian Road, Mundelein, IL
5. See Exhibit "A" attached hereto and incorporated herein by reference

**Bank's Right of Setoff:** The Bank has the right at any time to apply its own debt or liability to the Borrower or to any other party liable on this Note in whole or partial payment of this Note or other present or future liabilities of the Borrower to the Bank, without any requirement of mutual maturity.

**Representations by Borrower:** Each Borrower represents that: (a) the execution and delivery of this Note and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound, or require the consent or approval of any governmental authority or other third party; (b) this Note is a valid and binding agreement, enforceable according to its terms; and (c) all balance sheets, profit and loss statements, and other financial statements furnished to the Bank are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates. Each Borrower, other than a natural person, further represents that: (a) it is duly organized, existing and in good standing pursuant to the laws under which it is organized; and (b) the execution and delivery of this Note and the performance of the obligations it imposes (i) are within its powers and have been duly authorized by all necessary action of its governing body, and (ii) do not contravene the terms of its articles of incorporation or organization, its by-laws, or any partnership, operating or other agreement governing its affairs.

**Waiver of Jury Trial:** The Bank and the Borrower, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Note or any related instrument or agreement, or any of the transactions contemplated by this Note, or any course of conduct, dealing, statements (whether oral or written), or actions of either of them. Neither the Bank nor the Borrower shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Borrower except by a written instrument executed by both of them.

See reverse side for additional terms including events of default

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**Events of Default/Acceleration:** If any of the following events occurs this Note shall become due immediately, without notice, at the Bank's option:

1. The Borrower, or any guarantor, of this Note (the "Guarantor") fails to pay when due any amount payable under this Note or under any agreement or instrument evidencing debt to any creditor.
2. The Borrower or any Guarantor (a) fails to observe or perform any other term of this Note; (b) makes any materially incorrect or misleading representation, warranty, or certificate to the Bank; (c) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Bank; or (d) defaults under the terms of any agreement or instrument relating to any debt for borrowed money (other than the debt evidenced by this Note) such that the creditor declares the debt due before its maturity.
3. There is a default under the terms of any loan agreement, mortgage, security agreement, or any other document executed as part of the loan evidenced by this Note, or any guaranty of the loan evidenced by this Note becomes unenforceable in whole or in part, or any Guarantor fails to promptly perform under its guaranty.
4. A "reportable event" (as defined in the Employee Retirement Income Security Act of 1974 as amended) occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Borrower or any affiliate of the Borrower.
5. The Borrower or any Guarantor becomes insolvent or unable to pay its debts as they become due.
6. The Borrower or any Guarantor (a) makes an assignment for the benefit of creditors; (b) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets; or (c) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction.
7. A custodian, receiver, or trustee is appointed for the Borrower or any Guarantor or for a substantial part of its assets without its consent and is not removed within 60 days after the appointment.
8. Proceedings are commenced against the Borrower or any Guarantor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and they remain undismissed for 60 days after commencement; or the Borrower or Guarantor consents to the commencement of those proceedings.
9. Any judgment is entered against the Borrower or any Guarantor, or any attachment, levy, or garnishment is issued against any property of the Borrower or any Guarantor.
10. The Borrower or any Guarantor dies.
11. The Borrower or any Guarantor, without the Bank's written consent (a) is dissolved, (b) merges or consolidates with any third party, (c) leases, sells or otherwise conveys a material part of its assets or business outside the ordinary course of its business, (d) leases, purchases, or otherwise acquires a material part of the assets of any other business entity, except in the ordinary course of its business, or (e) agrees to do any of the foregoing (notwithstanding the foregoing, any subsidiary may merge or consolidate with any other subsidiary, or with the Borrower, so long as the Borrower is the survivor).
12. The loan to value ratio of any pledged securities at any time exceeds the Bank's limit for the type of securities pledged, and that excess continues for five (5) days after notice from the Bank to the Borrower.
13. There is a substantial change in the existing or prospective financial condition of the Borrower or any Guarantor which the Bank in good faith determines to be materially adverse.
14. The Bank in good faith deems itself insecure.

**15. Remedies:** If this Note is not paid at maturity, whether by demand, acceleration or otherwise, the Bank shall have all of the rights and remedies provided by any law or agreement. Any requirement of reasonable notice is met if the Bank sends the notice to the Borrower at least seven (7) days prior to the date of sale, disposition or other event giving rise to the required notice. The Bank is authorized to cause all or any part of the Collateral to be transferred to or registered in its name or in the name of any other person or business entity, with or without designating the capacity of that nominee. The Borrower is liable for any deficiency remaining after disposition of any Collateral. The Borrower is liable to the Bank for all reasonable costs and expenses of every kind incurred in the making or collection of this Note, including without limitation reasonable attorneys' fees and court costs. These costs and expenses include without limitation any costs or expenses incurred by the Bank in any bankruptcy, reorganization, insolvency or other similar proceeding.

**Related Documents:** The terms of any loan agreement, mortgage, security agreement or any other document executed as part of the loans evidenced by this Note are incorporated by reference and made part of this Note.

**Waiver:** Each endorser and any other party liable on this Note severally waives and, presentment, notice of dishonor and protest, and consents to any extension or postponement of time of its payment without limit as to the number or period, to any substitution, exchange or release of all or any part of the Collateral, to the addition of any party, and to the release or discharge of, or suspension of any rights and remedies against, any person who may be liable for the payment of this Note. No delay on the part of the Bank in the exercise of any right or remedy waives that right or remedy. No single or partial exercise by the Bank of any right or remedy precludes any other future exercise of it or the exercise of any other right or remedy. No waiver or indulgence by the Bank of any default is effective unless it is in writing and signed by the Bank, nor does a waiver on one occasion bar or waive that right on any future occasion.

**Miscellaneous:** The Borrower, if more than one, is jointly and severally liable for the obligations represented by this Note, the term "Borrower" means any one or more of them, and the receipt of value by any one of them constitutes the receipt of value by the others. This Note binds the Borrower and its successors, and benefits the Bank, its successors and assigns. Any reference to the Bank includes any holder of this Note. This Note is delivered in the State of Illinois and governed by Illinois law. Section headings are for convenience of reference only and do not affect the interpretation of this Note. This Note and any related loan documents embody the entire agreement between the Borrower and the Bank regarding the terms of the loan evidenced by this Note and supersede all oral statements and prior writings relating to that loan.

FOR BANK USE ONLY	
APPROVED BY	METHOD OF DELIVERY
BANK OF AMERICA	BANK OF AMERICA
BANK OF AMERICA	BANK OF AMERICA
BANK OF AMERICA	BANK OF AMERICA
BANK OF AMERICA	BANK OF AMERICA

\*Debenture Guarantee 504 Program Loan No. CDC-S 949888 30 02 SPR and/or the Borrower fails to obtain funding pursuant to said Loan No. CDC-S 949888 30 02 SPR on or prior to April 15, 1998.

16. The Borrower and/or any Guarantor fails to enter that certain Authorization and Loan Agreement No. CLP-GP 949711 30 0 SPR and/or Borrower or any Guarantor defaults under the terms and conditions of that certain Authorization and Loan Agreement No. CLP-GP 949711 30 03 SPR and/or Borrower fails to obtain funding pursuant to said Loan No. CLP-GP 949711 30 03 SPR on or prior to April 15, 1998.

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## EXHIBIT A

Interest Rate: Fixed rate equal to 9.05% per annum to be reset after a five (5) year period at an interest rate equal to a minimum spread of 350 basis points over the five (5) year cost of funds, at the time of resetting of the interest rate (collectively "Note Rate") and at the rate of 3% per annum above the Note Rate on overdue principal from the date when due until paid.

### Security (Cont.)

5. All of Borrower's present and future accounts, chattel paper, general intangibles, instruments and documents (as those terms are defined in the Illinois Uniform Commercial Code), rights to refunds of taxes paid at any time to any governmental entity and any letters of credit and drafts under them, all of Borrower's personal and future equipment, all of Borrower's present and future inventory, all of Borrower's present and future, furniture, fixtures and machinery.

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STATE OF ILLINOIS)

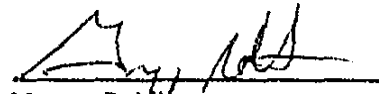
COUNTY OF Cook ) SS.

98491423

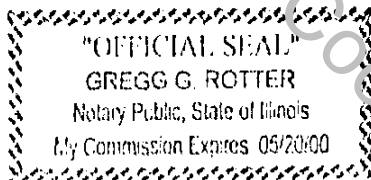
I, Gregg Rotter, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, James Cook, Dolores Fenger and Clarence Fenger, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the general partners of Cook-Fenger Partnership, a general partnership, acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and the said instrument was signed and delivered in the name and in behalf of said partnership as the free and voluntary act of said partnership for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 15 day of April, 1998.

(NOTARIAL SEAL)

  
Notary Public

My Commission Expires: \_\_\_\_\_



Property of Cook County Clerk's Office

UNOFFICIAL COPY

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# UNOFFICIAL COPY

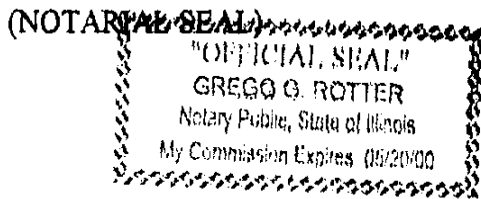
(CORPORATE - 2 OFFICERS)

98491423

STATE OF Illinois )  
  ) SS.  
COUNTY OF Cook )

I, Gregg Rotter, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Jane Cook and Dolores Fenger personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary of COPIN, Inc., an Illinois corporation, acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of its stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 15 day of April, 1998.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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# UNOFFICIAL COPY

(CORPORATE - 2 OFFICERS)

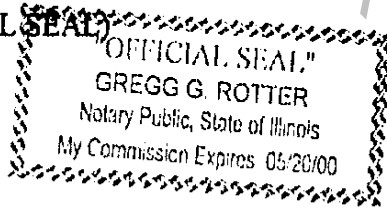
98491423

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

I, Gregg Rotter, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, James Cook and Dolores Fenner personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary of Celco Inc., an Illinois corporation, acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of its stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 15 day of April, 1998.

(NOTARIAL SEAL)



[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

Cook County Clerk's Office

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