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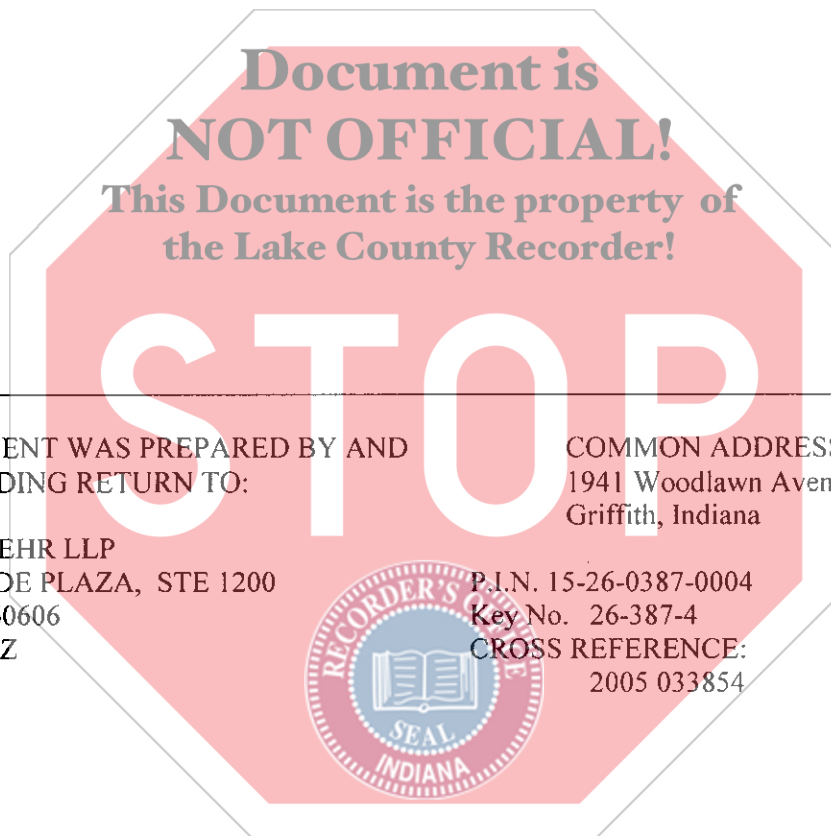
2007 095589

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 DEC -5 PH 12: 13

MICHAEL A. BROWN
RECORDER

FOURTH LOAN AND MORTGAGE MODIFICATION AGREEMENT



THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

ARNSTEIN & LEHR LLP
120 S. RIVERSIDE PLAZA, STE 1200
CHICAGO, IL 60606
BARRY R. KATZ

COMMON ADDRESS
1941 Woodlawn Avenue
Griffith, Indiana

P.I.N. 15-26-0387-0004
Key No. 26-387-4
CROSS REFERENCE:
2005 033854

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This Instrument Prepared By and After
Recording Should Be Returned to:
Arnstein & Lehr LLP
120 S. Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attn: Barry R. Katz

2007 095589

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2007 DEC -5 PM 12: 13

MICHAEL A. BROWN
RECORDER

FOURTH LOAN AND MORTGAGE MODIFICATION AGREEMENT

THIS IS A DUPLICATE ORIGINAL FOURTH LOAN AND MORTGAGE MODIFICATION AGREEMENT. THE BORROWER HAS EXECUTED, ACKNOWLEDGED AND DELIVERED TO LENDER MULTIPLE ORIGINALS OF THIS FOURTH LOAN AND MORTGAGE MODIFICATION AGREEMENT, ONE TO BE RECORDED IN EACH APPLICABLE COUNTY.

This Fourth Loan and Mortgage Modification Agreement (the "**Agreement**") is entered into as of the 31st day of October, 2007 by and among Karfam Company, L.L.C., an Illinois limited liability company ("**Karfam**"); 1520 Pratt, LLC, a Delaware limited liability company; Chicago Title Land Trust Company, as successor trustee to LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 and known as Trust No. 121598-02; Chicago Title Land Trust Company, as successor trustee to LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 and known as Trust No. 121577-07; Harris Bank, N. A. as successor Trustee to Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6234; and Harris Bank, N.A. as successor Trustee to Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6235 and hereinafter jointly, severally and collectively referred to as ("**Borrower No. 1**"), 12605 Townsend Road, LLC, a Delaware limited liability company ("**Borrower No. 2**"), and 5240 American, LLC, a Delaware limited liability company ("**Borrower No. 3**") (Borrower No. 1, Borrower No. 2 and Borrower No. 3 are sometimes jointly, severally and collectively referred to herein in this Agreement as "**Borrower**"), and LaSalle Bank National Association (hereinafter referred to as "**Lender**").

WITNESSETH:

WHEREAS, Borrower No. 1 obtained a loan from Lender in the original principal amount of Three Million Five Hundred Twenty-Eight Thousand Nine Hundred Eighty and 26/100 Dollars (\$3,528,980.26), which loan is evidenced by that certain Amended and Restated Mortgage Note dated June 5, 2006 in the principal amount of Three Million Five Hundred Twenty-Eight Thousand Nine Hundred Eighty and 26/100 Dollars (\$3,528,980.26) as amended by that certain First Amendment to Amended and Restated Mortgage Note dated September 30, 2007 ("**Note No. 1**").

RECORDABLE VERSION Fourth
Modification v3
452303.1 012193-40500

WHEREAS, Note No. 1 is secured by those certain Open-End Mortgages and Security Agreements (and Open-End Deeds of Trust and Security Agreements as applicable) (the "**Original Mortgages**") and the Assignments of Leases and Rents, executed by one or more of the entities defined herein as Borrower No. 1 with respect to seven (7) properties (the "**Original Properties**") owned by such entities and described in Exhibit A hereto. The parties hereby agree that Note No. 1, the Original Mortgages and all other documents and agreements evidencing or relating to the indebtedness under Note No. 1 shall be collectively referred to herein as the "**Original Loan Documents**".

WHEREAS, Borrower No. 2 obtained a loan from Lender in the principal amount of Nine Hundred Ninety Nine Thousand Nine Hundred Forty and 00/100 Dollars (\$999,940.00), which loan is evidenced by an Amended and Restated Mortgage Note dated June 5, 2006 as amended by that certain First Amendment to Amended and Restated Mortgage Note dated September 30, 2007 ("**Note No. 2**"), and is secured by a certain Open-End Mortgage and Security Agreement (the "**Brookfield Mortgage**") of even date therewith with respect to the property located at 12605 West Townsend Road, Brookfield, Wisconsin described upon Exhibit B hereto (the "**Brookfield Property**"). The parties hereby agree that Note No. 2, the Brookfield Mortgage and all other documents and agreements evidencing or relating to the indebtedness under Note No. 2 shall be collectively referred to herein as the "**Brookfield Loan Documents**".

WHEREAS, Karfam obtained a loan from Lender in the principal amount of One Million Five Hundred Twenty Five Thousand and 00/100 Dollars (\$1,525,000), which loan is evidenced by a Mortgage Note dated June 29, 2007 as amended by a First Amendment to Mortgage Note dated September 30, 2007 ("**Note No. 3**") and is secured by an Open End Deed of Trust and Security Agreement ("**Lackland Mortgage**") dated June 29, 2007 with respect to the property located at 11745 Lackland Road, St. Louis, Missouri, described on Exhibit C hereto (the "**Lackland Property**"). The parties hereby agree that Note No. 3, the Lackland Mortgage and all other documents and agreements evidencing or relating to the indebtedness under Note No. 3 shall be collectively referred to herein as the "**Lackland Loan Documents**".

WHEREAS, the Original Loan Documents, the Brookfield Loan Documents, and the Lackland Loan Documents are hereinafter collectively referred to as the "**Loan Documents**" and the Original Mortgages, the Brookfield Mortgage, and the Lackland Mortgage are hereinafter sometimes referred to as the "**Mortgage Documents**".

WHEREAS, Borrower No. 1 and Borrower No. 2 have requested that Lender make a \$480,000 mortgage loan to Borrower No. 3 evidenced by a Mortgage Note of even date herewith in the principal amount of \$480,000 ("**Note No. 4**") secured by an Open-End Mortgage and Security Agreement ("**Rockford Mortgage**") recorded against the property commonly known as 5240 American Road, Rockford, Illinois ("**Rockford Property**") and described on Exhibit D hereto.

WHEREAS, Lender is willing to make the \$480,000 mortgage loan to Borrower No. 3; provided that all of the loans and the Loan Documents are cross defaulted with Note No. 4 and the Rockford Mortgage.

WHEREAS, the parties hereto desire to modify the Loan Documents so that, among other things, said documents are cross-defaulted with Note No. 4 and the Rockford Mortgage.

NOW, THEREFORE, to induce the Lender to make the new mortgage loan to Borrower No. 3, and in consideration of the foregoing Recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Recitals and Exhibits. The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference as if they were fully set forth herein.

2. Definitions. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Loan Documents.

3. Modification of Loan Documents. The terms of the Loan Documents are hereby modified in the following respects:

3.1 Cross-Default. The parties hereby agree that Note No. 1, Note No. 2, Note No. 3 and Note No. 4 (collectively the "Notes" and each a "Note"), the Mortgage Documents, the Rockford Mortgage, and the documents executed in connection therewith are hereby cross-defaulted with respect to each other. The parties agree that Note No. 4 will be secured by the Mortgage Documents. References to the "Loan Documents" and "Mortgage Documents" in the Mortgage Documents and the Loan Documents shall be amended to include this Agreement. The Original Properties, the Brookfield Property, the Lackland Property, and the Rockford Property secured by the Mortgage Documents and the Rockford Mortgage shall secure to Lender the payment of all indebtedness due pursuant to the Notes and the Loan Documents and the performance of the covenants and agreements set forth in the Mortgage Documents and the Loan Documents.

4. Priority of Mortgages. The Mortgage Documents shall in all respects as of the date of recording of this Agreement continue to be valid and existing first mortgage liens covering the real properties encumbered thereby.

5. Acknowledgments of the Borrower. In order to induce the Lender to make the changes requested in this Agreement, Borrower hereby acknowledges, confirms and agrees that:

5.1 Any and all prior obligations to be performed by Lender with respect to the Loan Documents have been and remain fully and faithfully satisfied by the Lender; and

5.2 Except as expressly set forth herein, all of the respective representations, warranties and agreements made by each respective Borrower in the Loan Documents remain in full force and effect, without any defense or right of setoff available thereunder for or on behalf of Borrower, and the Loan Documents are and continue in full force and effect as the binding obligation of each respective Borrower with the same validity, priority and effect that they had at the time of their execution and recordation, except as the same may have been amended.

6. Construction. The language in all parts of this Agreement in all cases shall be construed simply according to its fair meaning and not strictly for or against any party. All words used herein in the singular number shall extend to and include the plural number. All words used herein in the plural number shall extend to and include the singular number. All words used in any gender, male, female or neuter shall extend to and include all genders as may be applicable in any particular context. Captions and headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, among other things, any rule of law or any other statute, legal decision or common law principle that would require interpretation of any ambiguities in this Agreement against the party that has drafted this Agreement are of no application, and are hereby expressly waived by all parties hereto.

7. Governing Laws. This Agreement, and the obligations of the parties hereunder, shall be interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

8. Integration. This Agreement embodies the entire agreement and understanding among the parties hereto relating to the subject matter hereof and supersedes all prior agreements, understandings, representations and discussions relating thereto. Neither this Agreement, nor any of its provisions may be changed, amended, waived or otherwise modified except by an agreement in writing duly executed by, or on behalf of, the party against whom enforcement of any change, amendment, waiver, modification, consent or discharge is sought. The parties fully understand and acknowledge the import of the foregoing provision, and are aware that the law may permit subsequent oral modification of a contract, notwithstanding any contractual language which requires that any such modification be in writing, but the parties hereby fully and expressly intend that the foregoing requirements as to a writing shall be strictly adhered to and strictly interpreted and enforced by any court which may be asked to decide the question.

9. Effect of Other Agreements. Except as expressly set forth herein, all terms and provisions of any and all other written agreements entered into by and among some or all of the parties hereto, or their predecessors in interest, are hereby ratified and confirmed, and shall remain in full force and effect, unmodified in any manner whatsoever. In the event that this Agreement shall be deemed null and void for any reason, the provisions of any and all agreements entered into by and among some or all

of the parties hereto, or their predecessors in interest, shall continue to control the relationship of the parties.

10. Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and legal representatives.

11. Counterparts. This Agreement may be executed in counterparts, and the signature pages and acknowledgements thereof may be separated from the body thereof and be assembled into one document by the Lender, and when so assembled and taken together, all so executed shall constitute one agreement, binding on all of the parties, notwithstanding such assembly of this Agreement or that all of the parties are not signatories to the original or the same counterpart signature page.

12. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of a trustee, while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said trustee, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by said trustee, or for the purpose, or with the intention of binding said trustee, personally, but are made and intended for the purpose of binding only that portion of the trust property specifically subject to this Agreement, and this Agreement is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee. Further, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said trustee on account of this Agreement, either expressed or implied, all such personal liability, if any, being expressly waived and released.

13. Non-Recourse to CDECRE, LLC. Notwithstanding any provision contained herein to the contrary, this Agreement executed by Borrower No. 3 is fully non-recourse to CDECRE, LLC, a Delaware limited liability company (referred to herein as the "Initial Member"). Lender and any subsequent assignee of the interest of Lender, hereby agree to look only to the subject property to satisfy the obligations under this Agreement so long as the Initial Member remains the owner of the economic membership in Borrower No. 3.

The Initial Member may discharge all its obligations under this Agreement by conveying the subject property to the Lender.

In no event shall Lender look to the Initial Member, its shareholders, affiliate or any entity related thereto to satisfy the obligations under this Agreement.

14. Release of Property. In the event of the sale of any of the Original Properties, the Brookfield Property, the Rockford Property and/or the Lackland Property, Lender will issue a release of its mortgage interest in the applicable property upon

receipt of payment of the release price for the specific property set forth in Exhibit E attached hereto. The amount received will be applied to Note No. 1, Note No. 2, Note No. 3 or Note No. 4 as applicable.

[Remainder of Page Intentionally Left Blank – Signature Page(s) Follow]



IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER NO. 1:

KARFAM COMPANY, L.L.C.,
an Illinois limited liability company

By: _____
Name: Jeffry Karsen
Title: Manager

1520 PRATT, LLC,
a Delaware limited liability company

By: _____
Name: Jeffry Karsen
Title: Manager

Chicago Title Land Trust Company, as
successor Trustee to LaSalle Bank National
Association as successor trustee to American
National Bank and Trust Company of
Chicago, a National Banking Association, as
Trustee under that certain Trust Agreement
dated April 30, 1996 known as Trust No.
121598-02

By: _____
Name: _____
Title: _____

BORROWER NO. 2:

12605 TOWNSEND ROAD, LLC,
a Delaware limited liability company

By: _____
Jeffry Karsen, Manager

LENDER:

LaSalle Bank National Association

By: _____
Name: William Lloyd
Title: Sr. Vice President

Chicago Title Land Trust Company, as successor
Trustee to LaSalle Bank National Association as
successor trustee to American National Bank and
Trust Company of Chicago, a National Banking
Association, as Trustee under that certain Trust
Agreement dated April 30, 1996 known as Trust No.
121577-07

By: _____
Name: _____
Title: _____

Harris Bank, N.A., as successor Trustee to
Mercantile National Bank of Indiana, not personally,
but solely as Trustee under Trust Agreement dated
April 30, 1996 and known as Trust No. 6234

By: _____
Name: _____
Title: _____

Harris Bank, N.A., as successor Trustee to
Mercantile National Bank of Indiana, not personally,
but solely as Trustee under Trust Agreement dated
April 30, 1996 and known as Trust No. 6235

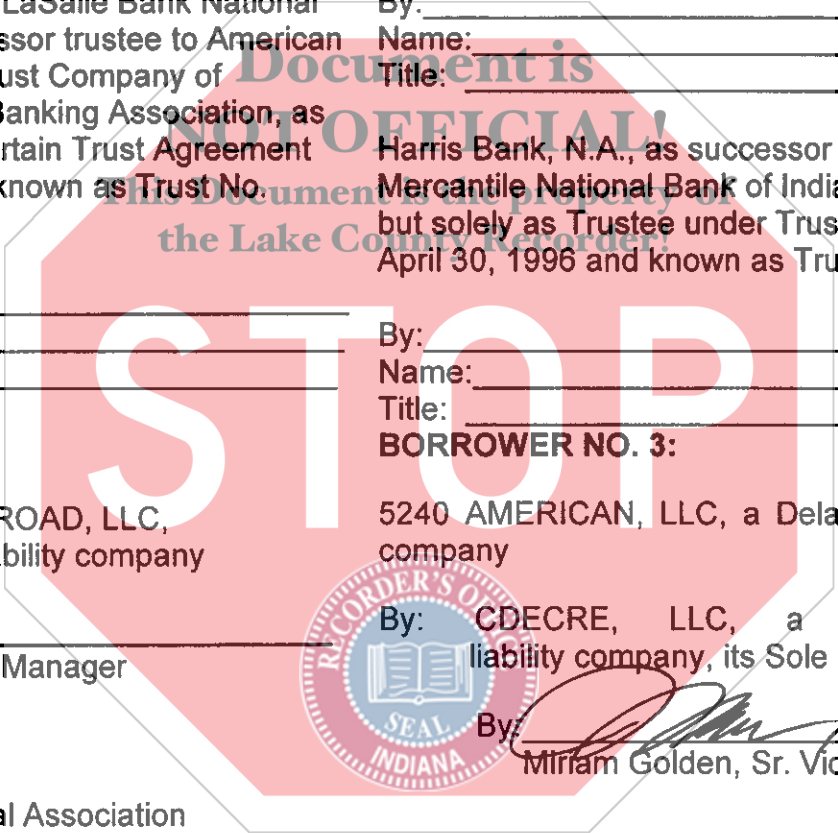
By: _____
Name: _____
Title: _____

BORROWER NO. 3:

5240 AMERICAN, LLC, a Delaware limited liability
company

By: CDECREE, LLC, a Delaware limited
liability company, its Sole Member

By: _____
Mirram Golden, Sr. Vice President



IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER NO. 1:

KARFAM COMPANY, L.L.C.,
an Illinois limited liability company

By: Jeffrey Karsen
Name: Jeffrey Karsen
Title: Manager

1520 PRATT, LLC,
a Delaware limited liability company

By: Jeffrey Karsen
Name: Jeffrey Karsen
Title: Manager

Chicago Title Land Trust Company, as successor Trustee to LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 known as Trust No. 121577-07

By: _____
Name: _____
Title: _____

Harris Bank, N.A., as successor Trustee to Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6234

By: _____
Name: _____
Title: _____

Chicago Title Land Trust Company, as successor Trustee to LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 known as Trust No. 121598-02

Harris Bank, N.A., as successor Trustee to Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6235

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BORROWER NO. 2:

12605 TOWNSEND ROAD, LLC,
a Delaware limited liability company

By: Jeffrey Karsen
Name: Jeffrey Karsen, Manager

BORROWER NO. 3:

5240 AMERICAN, LLC, a Delaware limited liability company

By: CDECRE, LLC, a Delaware limited liability company, its Sole Member

LENDER:

LaSalle Bank National Association

By: William Lloyd
Name: William Lloyd
Title: Sr. Vice President

By: _____
Name: Miriam Golden, Sr. Vice President

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER NO. 1:

KARFAM COMPANY, L.L.C.,
an Illinois limited liability company

By: _____
Name: Jeffry Karsen
Title: Manager

1520 PRATT, LLC,
a Delaware limited liability company

By: _____
Name: Jeffry Karsen
Title: Manager

Chicago Title Land Trust Company, as successor Trustee to LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 known as Trust No. 121577-07

By: *Lidia Marinca*
Name: **LIDIA MARINCA**
Title: Trust Officer



Harris Bank, N.A., as successor Trustee to Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6234

Chicago Title Land Trust Company, as successor Trustee to LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 known as Trust No. 121598-02

By: _____
Name: _____
Title: _____

Harris Bank, N.A., as successor Trustee to Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6235

By: *Lidia Marinca*
Name: **LIDIA MARINCA**
Title: Trust Officer



By: _____
Name: _____
Title: _____

BORROWER NO. 2:

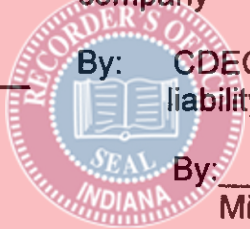
12605 TOWNSEND ROAD, LLC,
a Delaware limited liability company

By: _____
Jeffry Karsen, Manager

BORROWER NO. 3:

5240 AMERICAN, LLC, a Delaware limited liability company

By: CDECREE, LLC, a Delaware limited liability company, its Sole Member



By: _____
Miriam Golden, Sr. Vice President

LENDER:

LaSalle Bank National Association

By: _____
Name: William Lloyd
Title: Sr. Vice President

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER NO. 1:

KARFAM COMPANY, L.L.C.,
an Illinois limited liability company

By: _____
Name: Jeffry Karsen
Title: Manager

1520 PRATT, LLC,
a Delaware limited liability company

By: _____
Name: Jeffry Karsen
Title: Manager

Chicago Title Land Trust Company, as
successor Trustee to LaSalle Bank National
Association as successor trustee to American
National Bank and Trust Company of
Chicago, a National Banking Association, as
Trustee under that certain Trust Agreement
dated April 30, 1996 known as Trust No.
121598-02

By: _____
Name: _____
Title: _____

BORROWER NO. 2:

12605 TOWNSEND ROAD, LLC,
a Delaware limited liability company

By: _____
Jeffry Karsen, Manager

LENDER:

LaSalle Bank National Association

By: _____
Name: William Lloyd
Title: Sr. Vice President

Chicago Title Land Trust Company, as successor
Trustee to LaSalle Bank National Association as
successor trustee to American National Bank and
Trust Company of Chicago, a National Banking
Association, as Trustee under that certain Trust
Agreement dated April 30, 1996 known as Trust No.
121577-07

By: _____
Name: _____
Title: _____

**SEE EXCULPATORY RIDER ATTACHED
HERE TO AND MADE A PART HEREOF**
Harris Bank, N.A., as successor Trustee to
Mercantile National Bank of Indiana, not personally,
but solely as Trustee under Trust Agreement dated
April 30, 1996 and known as Trust No. 6234

By: Debra A. Kiefer
Name: DEBRA A KIEFER
Title: INVESTMENT OFFICER

**SEE EXCULPATORY RIDER ATTACHED
HERE TO AND MADE A PART HEREOF**
Harris Bank, N.A., as successor Trustee to
Mercantile National Bank of Indiana, not personally,
but solely as Trustee under Trust Agreement dated
April 30, 1996 and known as Trust No. 6235

By: Richard M. Schumacher
Name: Richard M. Schumacher
Title: Vice President

BORROWER NO. 3:

5240 AMERICAN, LLC, a Delaware limited liability
company

By: CDECREE, LLC, a Delaware limited
liability company, its Sole Member

By: _____
Miriam Golden, Sr. Vice President



STATE OF Illinois)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 29th day of October, 2007 by LIDIA MARINCA, as Trust Officer of Chicago Title Land Trust Company, as successor Trustee to LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 known as Trust No. 121598-02.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, this 29th day of October, 2007.

Nancy A. Carlin
Notary Public

My Commission Expires:

STATE OF Illinois)
) SS.
COUNTY OF Cook)

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

STOP

The foregoing instrument was acknowledged before me this 29th day of October, 2007 by LIDIA MARINCA, as Trust Officer of Chicago Title Land Trust Company, as successor Trustee to LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under that certain Trust Agreement dated April 30, 1996 known as Trust No. 121577-07.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, this 29th day of October, 2007.

Nancy A. Carlin
Notary Public

My Commission Expires:

STATE OF Indiana)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 31st day of October, 2007 by DORRA A. KITTEN, as TRUST OFFICER of Harris Bank, N.A. as Successor Trustee to Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6234.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hammond, Indiana, this 31st day of October, 2007.


Notary Public

My Commission Expires:

05-07-08

Document is

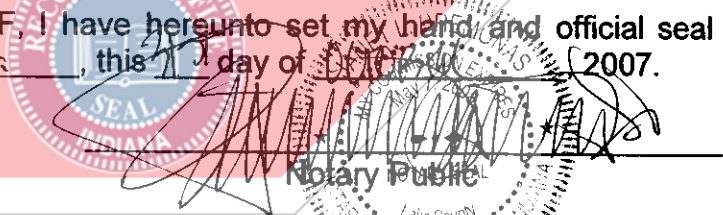
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STATE OF Indiana)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 31st day of October, 2007 by WILLIAM M. SCHUMACHER, as VP & TRUST OFFICER of Harris Bank, N.A. as Successor Trustee to Mercantile National Bank of Indiana, not personally, but solely as Trustee under Trust Agreement dated April 30, 1996 and known as Trust No. 6235.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hammond, Indiana, this 31st day of October, 2007.


Notary Public

My Commission Expires

05-07-08

STATE OF Illinois)
) SS.
COUNTY OF Cook)

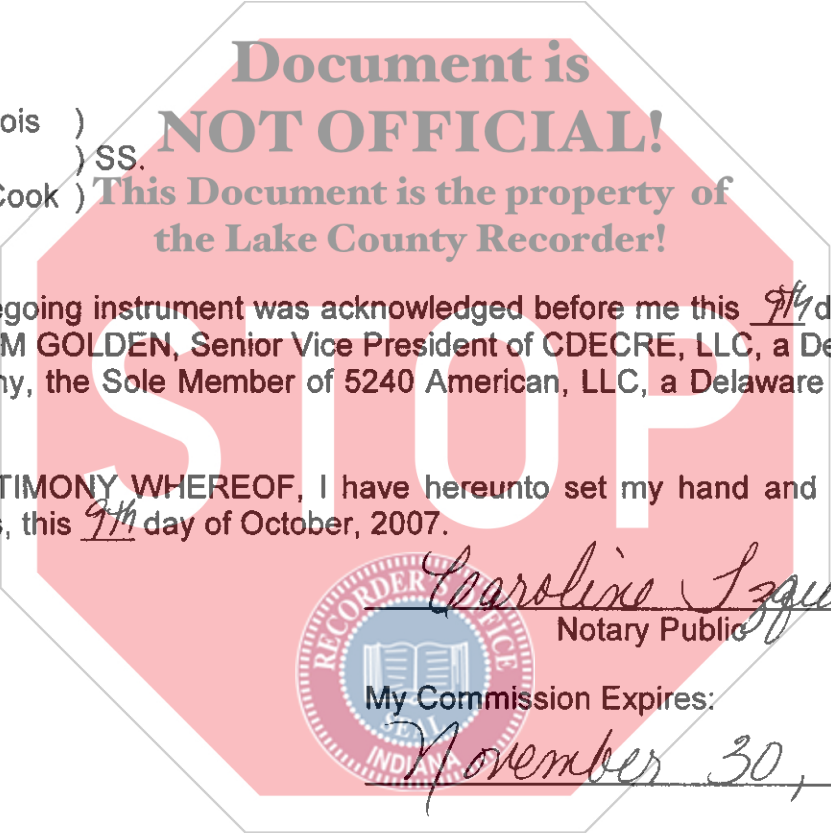
The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by JEFFRY A. KARSEN, as Manager of 12605 TOWNSEND ROAD, LLC, a Delaware limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, this _____ day of _____, 2007.

Notary Public

My Commission Expires:

STATE OF Illinois)
) SS.
COUNTY OF Cook)

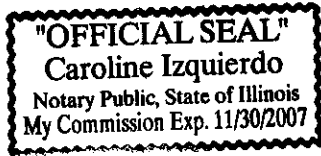


The foregoing instrument was acknowledged before me this 9th day of October, 2007 by MIRIAM GOLDEN, Senior Vice President of CDECREE, LLC, a Delaware limited liability company, the Sole Member of 5240 American, LLC, a Delaware limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago Illinois, this 9th day of October, 2007.

Caroline Izquierdo
Notary Public

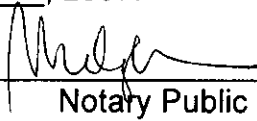
My Commission Expires:
November 30, 2007



STATE OF Illinois)
) SS.
 COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 9 day of Oct, 2007 by JEFFRY A. KARSEN, as Manager of 12605 TOWNSEND ROAD, LLC, a Delaware limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, this 9 day of Oct, 2007.



 Notary Public



My Commission Expires:
4/6/2011

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

The foregoing instrument was acknowledged before me this ____ day of October, 2007 by MIRIAM GOLDEN, Senior Vice President of CEDECORE, LLC, a Delaware limited liability company, the Sole Member of 5240 American, LLC, a Delaware limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago Illinois, this ____ day of October, 2007.



Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 23 day of October, 2007 by WILLIAM LLOYD, as Senior Vice President of LaSalle Bank National Association.

Carla Jean Landazzi IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Illinois, this 23 day of October, 2007.



Carla Jean Landazzi
Notary Public

My Commission Expires:

7-17-11



EXHIBIT A

1) OPEN-END DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made in April 2005, between KARFAM COMPANY, L.L.C., an Illinois limited liability company (the "Trustor") (for recording and indexing purposes, the "Grantor"), having an address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007; Steve Todd, Esq. ("Trustee"); having an address c/o Chicago Title Insurance Company, 106 W. 11th Street, Suite 1800, Kansas City, Missouri, 64105; and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Beneficiary") (for recording and indexing purposes, "Grantee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOTS 36 TO 47, INCLUSIVE, BLOCK 1, COLEMAN'S 1ST ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Common Address: 2015 Washington Street, Kansas City, Missouri

Tax ID #: 29-410-17-26-00-0-00-000

2) OPEN-END MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") made in April 2005, by CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 121577-07 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT 2 IN STOLL'S CICERO AVENUE INDUSTRIAL SUBDIVISION NUMBER 1 OF PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 4620 W. 120th Street, Alsip, IL

P.I.N. 24-27-100-048-0000

3) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by 1520 PRATT, LLC, a Delaware limited liability company (the "Mortgagor"), having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL

ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT 1 (EXCEPT THE WEST 15 FEET THEREOF) IN GEORGE ANDERSON RESUBDIVISION IN ELK GROVE VILLAGE BEING A RESUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 1520 Pratt Boulevard
Elk Grove Village, Illinois 60007

P.I.N. 08-34-403-020-0000

4) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by MERCANTILE NATIONAL BANK OF INDIANA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 6235 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS PLUG (0.4 FEET DOWN) AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 335.33 FEET TO A PK NAIL FLUSH; THENCE SOUTH 00 DEGREES 13 MINUTES 01 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 428.50 FEET TO A FLUSH 6/27/2005/8 INCH REBAR WITH YELLOW CAP MARKED "SCHNEIDER ENG. FIRM #001"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 335.5 FEET TO A PK NAIL ON THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 13 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 428.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3.30 ACRES, MORE OR LESS.

Common Address: 3330 North Shadeland Avenue
Indianapolis, Indiana

Parcel Number: 7039861

RECORDABLE VERSION Fourth
Modification v3 (10/08/07)
Third Loan Modification Agreement
LaSalle Bank - Carpet Cushions
452303.1 012193-40500

5) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by MERCANTILE NATIONAL BANK OF INDIANA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 6234 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT 4, BLOCK 1 IN BRANT'S BUSINESS CENTER ADDITION TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 50 PAGE 61, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 14, 1980 AS DOCUMENT NO. 568717, IN LAKE COUNTY, INDIANA.

Common Address: 1941 Woodlawn Avenue
Griffith, Indiana

Key No.: 26-387-4

6) OPEN-END MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") made in April 2005, by LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 30, 1996 AND KNOWN AS TRUST NO. 121598-02 ("Trustee") and KARFAM COMPANY, L.L.C., an Illinois limited liability company ("Beneficiary") (Trustee and Beneficiary are collectively the "Mortgagor") jointly and severally, having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

LOT SEVEN (7) IN BLOCK SEVEN (7) AS DESIGNATED UPON THE PLAT OF BUDLONG'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 4 OF PLATS ON PAGE 3 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

Common Address: 1800 17th Avenue
Rockford, Illinois 61104

P.I.N. 11-36-133-0004

7) OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made in April 2005, by KARFAM COMPANY, L.L.C., an Illinois limited liability company (the

RECORDABLE VERSION Fourth
Modification v3 (10/08/07)
Third Loan Modification Agreement
LaSalle Bank - Carpet Cushions
452303.1 012193-40500

15

"Mortgagor"), having its mailing address c/o Carpet Cushions & Supplies, Inc., 1520 Pratt Boulevard, Elk Grove Village, Illinois, 60007, in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Mortgagee"), having an address at 135 South LaSalle Street, Chicago, Illinois, with respect to the following property:

THE EAST 216.5 FEET OF THE NORTH 273.5 FEET OF BLOCK #3, INTERSTATE INDUSTRIAL PARK, SECTION "A", AN ADDITION TO THE CITY OF FORT WAYNE, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOW, TO-WIT:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF PRODUCTION ROAD WITH THE WEST LINE OF EXECUTIVE BOULEVARD; THENCE SOUTH 00 DEGREES 00 MINUTES WEST ON AND ALONG SAID WEST LINE, 273.5 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES WEST AND PARALLEL TO THE SOUTH LINE OF PRODUCTION ROAD 216.5 FEET; THENCE NORTH 00 DEGREES 00 MINUTES EAST AND PARALLEL TO SAID WEST LINE, 273.5 FEET TO SAID SOUTH LINE; THENCE NORTH 89 DEGREES 55 MINUTES EAST, ON AND ALONG SAID SOUTH LINE, 216.5 FEET TO THE POINT OF BEGINNING, CONTAINING 1.359 ACRES OF LAND.

Common Address: 1709 Production Drive, Fort Wayne, Indiana

Key No.: 80-3123-0003

P.I.N. 02-07-22-377-003, 000-073



EXHIBIT B

LEGAL DESCRIPTION

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3755, RECORDED ON DECEMBER 6, 1979 IN VOLUME 29 OF CERTIFIED SURVEY MAPS ON PAGES 20, 21 AND 22 AS DOCUMENT NO. 1115707, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 3583, RECORDED ON JUNE 5, 1979 IN VOLUME 27 OF CERTIFIED SURVEY MAPS ON PAGES 194, 195 AND 196 AS DOCUMENT NO. 1093325, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 917, RECORDED NOVEMBER 1, 1968 IN VOLUME 6 OF CERTIFIED SURVEY MAPS ON PAGES 93 AND 94 AS DOCUMENT NO. 725972, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 817, RECORDED MAY 23, 1968 IN VOLUME 5 OF CERTIFIED SURVEY MAPS ON PAGES 193, 194 AND 195 AS DOCUMENT NO. 713499, ALL BEING A PART OF THE SOUTH EAST ¼ OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 20 EAST, IN THE CITY OF BROOKFIELD, COUNTY OF WAUKESHA, WISCONSIN.

Common Address: 12605 Townsend Road
Brookfield, Wisconsin

Tax Key No. BRC 1056.997.004



EXHIBIT C
LEGAL DESCRIPTION



A tract of land being part of the Subdivision in Partition of the Caroline Kaatman Estate in Fractional Sections 26 and 27, Township 46 North, Range 5 East, St. Louis County, Missouri, and being more particularly described as: Beginning at a point in the North line of said Subdivision in Partition of the Caroline Kaatman Estate, said point being distant, Eastwardly along said North line, South 89 degrees 35 minutes East, 285.40 feet from the Northeast corner of a 5 acre tract of land conveyed to Fred W. Ahlemeier Realty Co. and John Langembacker by Deed recorded in Book 4852, Page 614 of the St. Louis County Records, said point of beginning being also the Northeast corner of property, now or formerly of Penrod-Reeves-Gastorf Co., Inc.; thence Eastwardly along said North line of the Subdivision in Partition of the Caroline Kaatman Estate, South 89 degrees 35 minutes East, 95.30 feet to a point on the line dividing Sections 26 and 27, Township 46 North, Range 5 East; thence Northwardly, along said dividing line, North 0 degrees 29 minutes East, 195.03 feet to a point; thence North 76 degrees 58 minutes 12 seconds East, 44.72 feet to a point in the East line of said Subdivision in Partition of the Caroline Kaatman Estate; thence Southwardly, along said East line, South 7 degrees 50 minutes East, 1162.47 feet to a point in the North line of Lackland Road, 50 feet wide; thence Westwardly, along said North line, along a curve to the right, whose radius point bears North 15 degrees 17 minutes 15 seconds East, 691.74 feet from the last mentioned point, a distance of 110.62 feet and North 65 degrees 33 minutes West, 256.81 feet to the Southeast corner of said property, now or formerly of Penrod-Reeves-Gastorf Co., Inc.; thence Northwardly, along the East line of said property, North 5 degrees 31 minutes West, 667.97 feet and North 36 degrees 38 minutes East, 172.58 feet to the point of beginning, according to a survey executed by The Sterling Surveying Company on April 21, 1965, EXCEPTING THEREFROM that part conveyed to J. & S. Sewer Construction Co., Inc., by Deed recorded in Book 5813, Page 60 of the St. Louis County Records.

EXCEPTION PER BOOK 5813, PAGE 60:

A tract of land being part of the Subdivision in Partition of the Caroline Kaatman Estate in Fractional Sections 26 and 27, Township 46 North, Range 5 East, St. Louis County, Missouri, and being more particularly described as: Beginning at a point in the North line of said Subdivision in Partition of the Caroline Kaatman Estate, said point being distant, Eastwardly along said North line, South 89 degrees 35 minutes East, 285.40 feet from the Northeast corner of a 5 acre tract of land conveyed to Fred W. Ahlemeier Realty Co. and John Lagembacker by Deed recorded in Book 4852, Page 614 of the St. Louis County Records, said point of beginning being also the Northeast corner of property, now or formerly of Penrod-Reeves-Gastorf Co., Inc.; thence Eastwardly along said North line of the Subdivision in Partition of the Caroline Kaatman Estate, South 89 degrees 35 minutes East, 95.30 feet to a point in the line dividing Sections 26 and 27, Township 46 North, Range 5 East; thence Northwardly, along said dividing line, North 0 degrees 29 minutes East, 195.03 feet to a point; thence North 76 degrees 58 minutes 12 seconds East, 44.72 feet to a point in the East line of said Subdivision in Partition of the Caroline Kaatman Estate; thence Southwardly, along said East line, South 7 degrees 50 minutes East, 650.68 feet to a point; thence South 82 degrees 10 minutes West, 301.87 feet to a point in the East line of property, now or formerly of Penrod-Reeves-Gastorf Co., Inc.; thence Northwardly, along the East line of said property, North 5 degrees 31 minutes West, 344.45 feet and North 36 degrees 38 minutes East, 172.58 feet to the point of beginning.

EXHIBIT D

LEGAL DESCRIPTION

Part of Lot Thirty-eight (38) as designated upon Plat No. 3 of Pyramid Industrial Park in part of the Southeast Quarter (1/4) of Section 5 and part of the Southwest Quarter (1/4) of Section 4, all in Township 43 North, Range 2 East of the Third Principal Meridian, Winnebago County, Illinois, said Plat of which being recorded in Book 37 of Plats on Pages 85A and 85B in the Recorder's Office, Winnebago County, Illinois bounded and described as follows, to-wit: Beginning at a point on the Southerly line of said Lot Thirty-eight (38), Thirty-two and Six Tenths (32.6) feet (measured along said Southerly line) Westerly from the Southeast corner of said Lot Thirty-eight (38) and running thence South 89 degrees 35' 34" West along said Southerly line a distance of One Hundred Fifty-seven and Four Tenths (157.4) feet, more or less, to the Southwest corner of said Lot Thirty-eight (38); thence North 0 degrees 23' 59" West along the Westerly line of said Lot Thirty-eight (38), a distance of Three Hundred Twelve and Seventy-one Hundredths (312.71) feet, more or less, to the Northwesterly corner of said Lot Thirty-eight (38); thence South 81 degrees 04' 30" East, a distance of One Hundred Ninety-two and Fifty-seven Hundredths (192.57) feet, more or less, to the Northeast corner of said Lot Thirty-eight (38); thence South 0 degrees 23' 40" East, a distance of Thirty-nine and Six Tenths (39.6) feet; thence North 81 degrees 17' 16" West a distance of Fifty-eight and Sixty-one Hundredths (58.61) feet; thence South 1 degree 05' 52" West a distance of Fifty-one and Twenty-seven Hundredths (51.27) feet; thence South 40 degrees 16' 37" East a distance of Forty-one and Six Tenths (41.6) feet; thence South 0 degrees 22' 15" East a distance of One Hundred Sixty-seven and Ninety-nine Hundredths (167.99) feet, more or less, to the point of beginning; situated in the County of Winnebago and State of Illinois.

Common Address: 5240 American Road
Rockford, Illinois 61109

PIN: 16-04-302-007

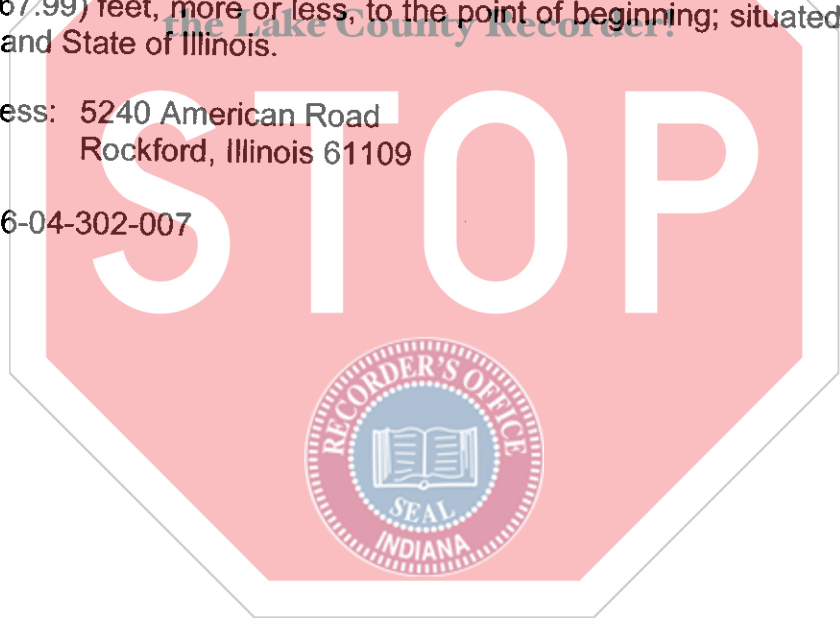


EXHIBIT E
RELEASE PRICES

[Intentionally Deleted for Recording Purposes Only]



EXCULPATORY RIDER

This instrument is executed by the Harris N.A. as Trustee under the provisions of a Trust Agreement dated April 30, 1996, and known as Trust no. 6234, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

EXCULPATORY RIDER

This instrument is executed by the Harris N.A. as Trustee under the provisions of a Trust Agreement dated April 30, 1996, and known as Trust no. 6235, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exonerated and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.