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2001-02-02 11:06:00
Cook County Recorder 47.00

Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062
Attn: Christyl Marsh, Esq.



0010091643

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MODIFICATION OF LOAN DOCUMENTS

7846 569-02-LRP

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 20th day of December, 2000, by and among **LASALLE BANK NATIONAL ASSOCIATION**, successor trustee to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated July 30, 1987, and known as Trust No. 103175-01 ("LaSalle Trustee"), **STANDARD BANK AND TRUST COMPANY**, not personally, but solely as Trustee under Trust Agreement dated January 27, 1977, and known as Trust No. 5186 ("Standard Trustee") and **185 NORTH WABASH, LLC**, a Delaware limited liability company ("Wabash") (LaSalle Trustee, Standard Trustee and Wabash are hereinafter collectively referred to as the "Borrower"), and **GERALD L. NUDO** ("Nudo") and **LAURENCE H. WEINER** ("Weiner") (Nudo and Weiner are hereinafter collectively referred to as the "Guarantor") and **28 EAST JACKSON, L.L.C.**, an Illinois limited liability company ("Jackson") and **309 WEST WASHINGTON L.L.C.**, an Illinois limited liability company ("Washington") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) as evidenced by a Mortgage Note dated January 6, 2000, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Leasehold Mortgage, Mortgage and Security Agreement dated January 6, 2000 from Borrower to Lender recorded with the Recorder of Deeds in Cook, County, Illinois (the "Recorder's Office") on January 7, 2000, as Document No. 00018581 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Leases, Rents and Profits dated January 6, 2000, from Wabash to Lender and recorded in the Recorder's Office on January 7, 2000, as Document No. 00018582 (the "Assignment")

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of Leases"); (iii) that certain Environmental Indemnity Agreement dated January 6, 2000 from Wabash to Lender (the "Indemnity Agreement"); (iv) that certain Junior Mortgage and Security Agreement dated January 6, 2000 from Jackson to Lender recorded with the Recorder's Office on January 7, 2000, as Document No. 00018584 ("Jackson Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit B hereto ("Jackson Property"); (v) that certain Junior Mortgage and Security Agreement dated January 6, 2000 from Borrower to Lender recorded with the Recorder's Office on January 7, 2000, as Document No. 00018583 ("Washington Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit C hereto ("Washington Property"); (vi) that certain Assignment Under Land Trust dated January 6, 2000 from Wabash to Lender regarding the LaSalle Trustee; (vii) that certain Assignment Under Land Trust dated February 23, 2000 from Wabash to Lender regarding the Suburban Trustee; and (viii) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Jackson Mortgage, the Washington Mortgage, and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty Agreement dated January 6, 2000 from Guarantor to Lender (the "Guaranty").

D. Borrower desires to amend the Loan Documents in order to extend the Maturity Date of the Note from January 5, 2001 to March 5, 2001.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Maturity Date.** The Maturity Date of the Note is extended from January 5, 2001 to March 5, 2001. All references in the Note or any other Loan Document to the "Maturity Date" shall hereafter mean March 5, 2001.

2. **Principal and Interest.** Borrower shall continue to make monthly payments of accrued interest as provided in the Note, with a final payment of all accrued and unpaid interest thereon, all late fees and other charges and the unpaid principal balance of the Loan on the Maturity Date, as extended by this Agreement.

3. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

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has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

6. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

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(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]
Name: Jerry Smolik
Title: Sec. P.

BORROWER:

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity representation, covenant, undertaking or agreement of the Trustee in this instrument.

LASALLE BANK NATIONAL ASSOCIATION, not personally, but solely as Trustee as aforesaid

By: [Signature]
Name: David Rosenfeld
Title: Asst. Vice Pres./Trust Officer

Attest: Attestation not required by
Name: Lasalle Bank National Association
Title: Bylaws

~~STANDARD~~
~~SUPERBAN~~ **BANK AND TRUST COMPANY, not personally, but solely as Trustee as aforesaid under Trust No. 5186**

By: [Signature]
Name: Patricia Ralphson, T. O.
Title: _____

Attest: [Signature]
Name: Donna Diviero, A. T. O.
Title: _____

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

185 NORTH WABASH, LLC, a Delaware limited liability company

By: [Signature]
Gerald L. Nudo, Manager


By: [Signature]
Laurence H. Weiner, Manager

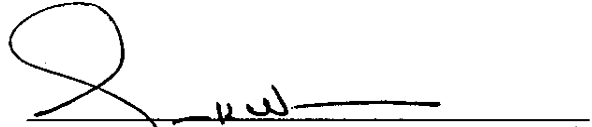
[SIGNATURES CONTINUED ON NEXT PAGE]

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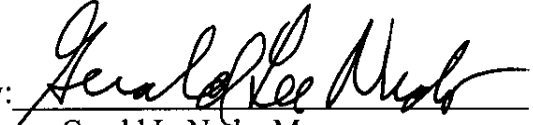
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GUARANTOR:


GERALD L. NUDO

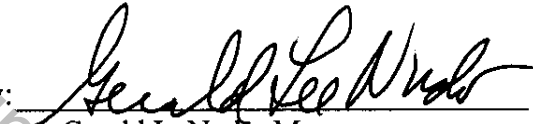

LAURENCE H. WEINER

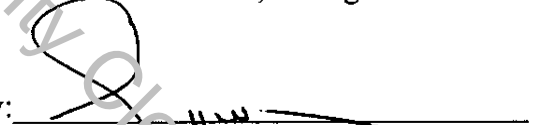
28 EAST JACKSON, L.L.C., an Illinois limited liability company

By: 
Gerald L. Nudo, Manager

By: 
Laurence H. Weiner, Manager

309 WEST WASHINGTON L.L.C., an Illinois limited liability company

By: 
Gerald L. Nudo, Manager

By: 
Laurence H. Weiner, Manager

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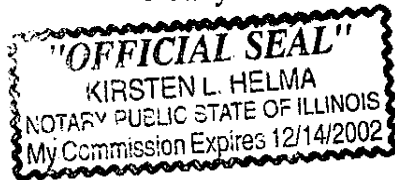
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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerry Smullen, Sr. Vice President of LaSalle Bank National Association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of January, 2000.

Kirsten Helma
Notary Public



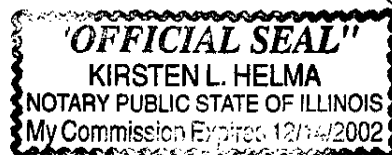
My Commission Expires: _____

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Jerry Smullen, Sr. Vice President of LASALLE BANK NATIONAL ASSOCIATION, and _____ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that as custodian of the corporate seal of said Bank (s)he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of January, 2000.

Kirsten Helma
Notary Public



My Commission Expires: _____

10091643

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of LaSalle Bank National Association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2000.

Notary Public

My Commission Expires: _____

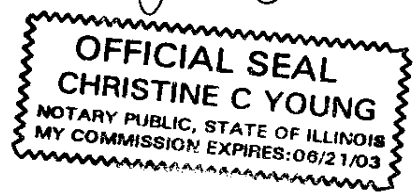
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY David Rosenfeld of LASALLE BANK NATIONAL ASSOCIATION, and Asst. Vice Pres. / Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that as custodian of the corporate seal of said Bank (s)he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of JAN 23 2001, 2000.

Christine C Young
Notary Public

My Commission Expires: 6-21-03



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Notary Public, State of Illinois
My Commission Exp. 06/23/2001
My Commission Expires: _____

Notary Public

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I JANIECE GR WATERS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GERALD L. NUDO is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of JANUARY, 2000.

“OFFICIAL SEAL”
Janiece G. R. Waters
Notary Public, State of Illinois
My Commission Exp. 06/23/2001

My Commission Expires: _____

Janiece G. R. Waters
Notary Public

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I JANIECE GR WATERS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LAURENCE H. WEINER is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of JANUARY, 2001.

“OFFICIAL SEAL”
Janiece G. R. Waters
Notary Public, State of Illinois
My Commission Exp. 06/23/2001

My Commission Expires: _____

Janiece G. R. Waters
Notary Public

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GERALD L. NUDO and LAURENCE H. WEINER personally known to me as Managers of 28 EAST JACKSON, L.L.C., an Illinois limited liability company and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such Managers of said limited liability company, pursuant to authority, given by the members of said limited liability company, as their own and free and voluntary acts and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of January, 2000.

“OFFICIAL SEAL”
Janiece G. R. Waters
Notary Public, State of Illinois
My Commission Exp. 06/23/2001

Janiece G. R. Waters
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GERALD L. NUDO and LAURENCE H. WEINER personally known to me as Managers of 309 WEST WASHINGTON L.L.C., an Illinois limited liability company and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such Managers of said limited liability company, pursuant to authority, given by the members of said limited liability company, as their own and free and voluntary acts and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of January, 2000.

“OFFICIAL SEAL”
Janiece G. R. Waters
Notary Public, State of Illinois
My Commission Exp. 06/23/2001

Janiece G. R. Waters
Notary Public

My Commission Expires: _____

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EXHIBIT A

Legal Description

Parcel 1:

Lots 3 to 6, both inclusive, in Richard T. Haines' Subdivision of Lots 1 to 5 in Block 10 of Fort Dearborn Addition to Chicago, in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1 and 2 in Richard T. Haines' Subdivision of Lots 1 to 5 in Block 10 of Ford Dearborn Addition to Chicago, in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The North $\frac{1}{2}$ of a strip of land 9.5 feet in width: (I) lying South of and adjoining Lots 1 through 6, both inclusive, in Richard T. Haines' Subdivision of Lots 1 to 5 in Block 10 of Fort Dearborn Addition to Chicago, (II) lying North of and adjoining Lot 7 in Richard T. Haines' Subdivision aforesaid and (III) lying North of the North line extended East, of Lot 7 in Richard T. Haines Subdivision; all in Block 10 of Fort Dearborn Addition to Chicago aforesaid, in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as:

185 N. Wabash
Chicago, Illinois

Permanent Index No.:

17-10-306-001 and 17-10-306-002

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EXHIBIT B

Legal Description

Lot 2 and 3 in Assessor's Division of Lot 9 in Block 6 in Fractional Section 15
Addition to Chicago in Fractional Section 15, Township 39 North, Range 14
East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 28 E. Jackson
Chicago, Illinois

Permanent Index No.: 17-15-104-020
17-15-104-021

Property of Cook County Clerk's Office

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EXHIBIT C

Legal Description

Lots 1, 2, 3, 4, and 5 in the subdivision of Lot 1 and the East 1/4 of Lot 2, in Block 53 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 309 West Washington Street
Chicago, Illinois

Permanent Index No.: 17-09-453-011-0000, Volume 510

10091643

Property of Cook County Clerk's Office