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Cook County Recorder 49.00



Document prepared
by and after
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returned to:

Daniel Kohn, Esq.
Duane, Morris & Heckscher LLP
227 West Monroe Street, Suite 3400
Chicago, Illinois 60606

**FIRST MODIFICATION OF CONSTRUCTION MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT
AND FIXTURE FINANCING STATEMENT**

This **FIRST MODIFICATION OF CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT** (the "Agreement") is entered into as of the 16th day of May, 2001, by **FLOSSMOOR DEVELOPMENT, LLC**, an Illinois limited liability company ("**Borrower**") and **BUILDERS BANK**, an Illinois banking corporation ("**Lender**").

RECITALS

WHEREAS, Borrower executed and delivered to Lender that certain Mortgage Note dated February 21, 2001, in the original principal amount of Nine Million and No/100 Dollars (\$9,000,000.00) (the "Note"). The loan described in the Note (the "Loan") and Borrower's obligations thereunder are secured by, among other things, that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated February 21, 2001, from Borrower in favor of Lender, and recorded with the Recorder of Deeds of Cook County (the "Recorder") on March 27, 2001, as Document No. 0010240769 (the "Mortgage"). The Mortgage secures the real property described on **Exhibit A** attached hereto.

WHEREAS, Borrower now desires to modify the Mortgage to, among other things, (a) reflect the increase of the maximum principal amount of the Note to Nine Million Four Hundred Ninety-One Thousand Two Hundred Fifty and No/100 Dollars (\$9,491,250.00), and (b) to encumber additional real property under the Mortgage to secure payment of all amounts due under the Loan and the performance of all obligations related thereto; and

WHEREAS, Lender, the legal owner of the Note and of the liens securing the same, at the request of Borrower has agreed to modify the Mortgage as hereinafter provided.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender hereby agree to modify and renew the Mortgage as follows:

1. Representations and Warranties.

- a. Financial Statements. Borrower represents and warrants that all financial statements of Borrower heretofore delivered to Lender are true and correct representations of the financial condition of Borrower as of the date thereof, and there has been no material adverse change thereto except as indicated by financial statements subsequently delivered to Lender.
- b. Violation of Laws. Borrower is not in violation of any laws (including, without limitation, environmental laws and regulations) which could have any effect whatsoever upon the validity, performance or enforceability of any of the terms, covenants and conditions of the Note, the Mortgage, this Agreement, or any instrument executed in connection herewith or therewith. As used in this Agreement, the term "laws" shall include any and all laws, statutes, ordinances rules, regulations, orders, writs, injunctions and decrees.
- c. Taxes. Borrower has paid any and all federal, state, local and other taxes, assessments, fees and other governmental charges imposed upon Borrower or Borrower's assets which are due and payable.
- d. Disclosure of Adverse Facts. Borrower represents and warrants that there are no material adverse facts or conditions relating to the finances and business of Borrower which have not been related in writing to Lender.
- e. Lawful Authority. Borrower possesses all necessary and lawful authority and power to carry on its business and comply with the terms, covenants and conditions of the Note, the Mortgage, this Agreement, and any other instrument executed in connection herewith or therewith.
- f. No Defaults, Offsets, etc. Borrower represents and warrants that: (i) there are no events or circumstances currently existing which constitute a default under any of the loan documents evidencing the Loan or which would, upon the giving of notice and expiration of any applicable cure period, constitute a default under any of the loan documents evidencing the Loan; and (ii) there are no offsets, counterclaims or defenses with respect to the Note, the Mortgage, as modified hereby or any of the other loan documents evidencing the Loan.

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2. Default. Any default under or breach of the terms and provisions of this Agreement shall also constitute a default under the Mortgage, and any other security instrument executed in connection therewith or herewith.
3. Maximum Principal Amount. The maximum principal amount of the Note has been increased from Nine Million and No/100 Dollars (\$9,000,000.00) to Nine Million Four Hundred Ninety-One Thousand Two Hundred Fifty and No/100 Dollars (\$9,491,250.00). To reflect such increase, any and all references in the Mortgage to Nine Million and No/100 Dollars (\$9,000,000.00) are hereby deleted and replaced with the amount Nine Million Four Hundred Ninety-One Thousand Two Hundred Fifty and No/100 Dollars (\$9,491,250.00).
4. Premises. Borrower and Lender agree that the Premises encumbered by the Mortgage shall be expanded to include additional property acquired by Borrower subsequent to the execution of the Mortgage and legally described on **Exhibit B** attached hereto and made a part hereof. To reflect such expansion of the Premises, **Exhibit A** to the Mortgage is hereby deleted in its entirety and replaced with **Exhibit C** attached hereto and made a part hereof.
5. Continuing Effect; Ratification. Except as expressly modified as contemplated herein, Borrower expressly ratifies the terms and provisions of the Mortgage and acknowledges and agrees that such terms and provisions shall continue in full force and effect and shall be binding on Borrower and Borrower's successors and assigns.
6. Costs and Expenses. Borrower shall pay any and all costs and expenses, including, without limitation, attorneys' fees and title charges, incurred by Lender in connection with or arising as a result of this Agreement, including, without limitation, the preparation and negotiation of this Agreement, and any other document required in connection herewith.
7. Final Agreement. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
8. Conflicts. In the event of any conflict between the terms of this Agreement and any other document evidencing, securing or relating to the loan evidenced by the Note, the terms of this Agreement shall control.

[SIGNATURES ON FOLLOWING PAGE]


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

MAKER:

FLOSSMOOR DEVELOPMENT, LLC, an Illinois limited liability company

By: 
Its: MANAGER

LENDER:

BUILDERS BANK, an Illinois banking corporation

By: _____
Its: _____

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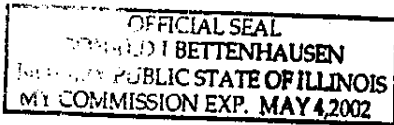
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DONALD I. BETTENHAUSEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATRICK L. GLENN personally known to me to be the Manager of **FLOSSMOOR DEVELOPMENT, LLC**, as such Manager, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May, 2001.

Donald I. Bettenhausen
Notary Public



My commission expires: 5-4-2002

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

MAKER:

FLOSSMOOR DEVELOPMENT, LLC, an Illinois limited liability company

By: [Signature]

Its: [Signature]

LENDER:

BUILDERS BANK, an Illinois banking corporation

By: Charlene J. Madura

Its: EVP

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Matthew J. Wilk, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charlene Madra, personally known to me to be the EVP of BUILDERS BANK, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she has signed and delivered the said instrument as her free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May, 2001.

Matthew J. Wilk
Notary Public



My commission expires: 12/27/04

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EXHIBIT A

Original Legal Description

~~Property of Cook County Clerk's Office~~

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STREET ADDRESS: NE QUADRANT VOLLMER RD & CRAWFORD AVE
CITY: FLOSSMORE COUNTY: COOK
TAX NUMBER: 31-11-302-008-+000

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LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTH 359.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 11, AFORESAID AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF 100.00 FEET TO VOLLMER ROAD, WITH THE EASTERLY RIGHT OF WAY LINE OF 66-FOOT CRAWFORD AVENUE; THENCE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, 40.20 FEET; THENCE SOUTHEASTERLY TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE, THAT IS 67.00 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, AND EXCEPT THAT PART FALLING WITH CRAWFORD AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 1A:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTH OF A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 11 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 110.0 FEET OF LOT 4 (EXCEPT THAT PART OF LOT 4, LYING WITHIN THE SOUTH 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 11) IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11 (EXCEPT THE SOUTH 50.00 FEET CONVEYED TO COUNTY OF COOK); AND ALSO THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11 (EXCEPT THAT PART THEREOF LYING WITHIN THE SOUTH 50.00 FEET OF SECTION 11) ALL IN SEC 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4A:

LOTS 3 AND 4 IN WILKEN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1944 AS DOCUMENT 13419694, IN COOK COUNTY, ILLINOIS.

PARCEL 4B:

LOT 3 AND LOT 4 (EXCEPT THE EAST 110.00 FEET THEREOF) IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP

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35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1946 AS DOCUMENT 13868402, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 5 IN SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 6 IN SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Additional Property

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PARCEL 7:
THE WEST 1/2 OF THE NORTH 1/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 2 IN LAMBERT'S SUBDIVISION, BEING A RESUBDIVISION OF LOT 8 IN THE SUBDIVISION OF THE
SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 9:

LOT 7 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 11, TOWNSHIP 35 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
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