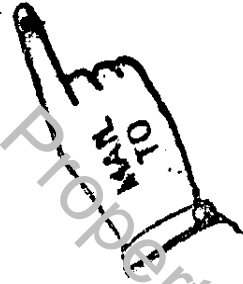


THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Francis L. Keldermans  
McBride Baker & Coles  
500 W. Madison Street Suite 4000  
Chicago, Illinois 60661



*This space reserved for Recorder's use only*

**MODIFICATION OF LOAN DOCUMENTS**

**THIS MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is made as of the 1<sup>st</sup> day of October, 2001, by and among **TransWorld Holdings LLC**, an Illinois limited liability company ("TransWorld"), **Deutsche Investment Holdings LLC**, an Illinois limited liability company ("Deutsche"), **North Star Trust Company**, not individually, but as **Trustee under Trustee Agreement dated August 4, 2000 and known as Trust Number 00-2800 and North Star Trust Company**, not individually, but as **Trustee under Trustee Agreement dated July 17, 2000 and known as Trust Number 00-2790** (collectively, "Trustee"), **Romel Esmail and Bassam Haj Yousif** ("Individual Borrowers") (TransWorld, Deutsche, Trustee and Individual Borrowers are jointly referred to hereinafter collectively as "Borrowers") and **CIB BANK**, an Illinois banking corporation, its successors and assigns ("Lender").

**RECITALS:**

A. Lender has heretofore made a loan ("Loan") to Borrowers in the principal amount of \$8,000,000.00 pursuant to the terms and conditions of a Loan Agreement dated as of August 15, 2000 between Borrowers and Lender, (the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Mortgage Note dated August 15, 2000, in the principal amount of EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00) made payable by Borrowers to the order of Lender ("Original Note").

B. The Original Note is secured by, among other things, (i) that certain Mortgage, and Assignment of Leases and Rents and Security Agreement dated August 15, 2000 from the Trustee to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on August 16, 2000, as Document No. 00630008 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated August 15, 2000 from Borrowers to Lender and recorded in the Recorder's Office on August 16, 2000, as Document

TICOR TITLE INSURANCE

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No. 00630009 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated August 15, 2000 from the Individual Borrowers, TransWorld, and Deutsche to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents.

C. On April 30, 2001 the Lender and the Borrowers entered into a Change In Terms Agreement pursuant to which agreement the maturity date of the Original Note was extended to October 30, 2001 ("Maturity Date") (hereinafter the Original Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, all other documents evidencing, securing and guarantying the Loan, in their original form and as amended, the Change In Terms Agreement, and the Note, as hereinafter defined, and the Modification Documents, as hereinafter defined, are sometimes collectively referred to herein as the "Loan Documents").

D. Borrowers have requested that the Lender increase the principal balance of the Loan from EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00) to EIGHT MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,600,000.00).

E. Subject to each Borrower's compliance with all of the terms and conditions of this Agreement, Lender agrees to the increase.

## 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. **Principal Balance.** The Lender hereby agrees to increase the principal amount of the Loan from EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00) to EIGHT MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,600,000.00). Any reference to "Note" in this Agreement, the Loan Agreement, the Mortgage, the Assignment of Rents, or any of the other Loan Documents shall mean the Amended and Restated Mortgage Noted dated of even date herewith, in the principal amount of EIGHT MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,600,000.00), and made by Borrowers in favor of Lender.

2. **Principal and Interest.** The terms of repayment are set forth in the Note.

3. **Representations and Warranties of Borrowers.** Borrowers hereby represent, covenant and warrant to Lender as follows:

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

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrowers do not know of any

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event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrowers enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of each Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, none of the Borrowers has any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) TransWorld and Deutsche are each validly existing under the laws of the State of Illinois and each has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. Each Trustee is validly existing under the laws of the State of Illinois and each has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of each Borrower. This Agreement has been duly executed and delivered on behalf of each Borrower.

4. **Title Policy.** As a condition precedent to the agreements contained herein, Borrowers shall, at their sole cost and expense, cause Tigor Title Insurance Company to issue an ALTA title insurance policy (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage including this Modification and the increase of the principal balance of the Loan to \$8,600,000.00, subject only to the exceptions expressly agreed to by Lender.

5. **Modification Documents.** In conjunction with this Agreement, Borrowers shall execute, cause to be executed or obtain (as applicable) and deliver to Lender the following documents (all of such documents are collectively referred to as the "Modification Documents"):

5.1 **Amended and Restated Mortgage Note.** The Amended and Restated Mortgage Note dated of even date herewith made by the Borrowers in favor of the Lender in the principal amount of EIGHT MILLION SIX HUNDRED THOUSAND AND NO/100THS DOLLARS;

5.2 **Modification of Loan Documents.** This Agreement;

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## 5.3 Resolutions, Certificates, Opinions, Statements.

- (a) Such resolutions and certificates as Lender shall reasonably require;
- (b) An opinion of Borrowers' counsel in form and substance as Lender reasonably requests;
- (c) certificates of good standing for TransWorld and Deutsche;
- (d) certified copy of the direction to the Trustee to execute the Modification Documents;
- (e) title company ALTA and GAP statements; and
- (f) such other documents as Lender requires.

6. **Expenses.** As a condition precedent to the agreements contained herein, Borrowers 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.

## 7. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrowers merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that each Borrower and the Lender have contributed substantially and materially to the preparation of this Agreement, and Borrowers and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrowers nor shall privity of contract be presumed to have been established with any third party.

(d) Borrowers and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrowers and Lender; and that all such prior understandings,

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agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein that are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(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 Borrowers' obligations under this Agreement.

[SIGNATURE PAGE FOLLOWS}

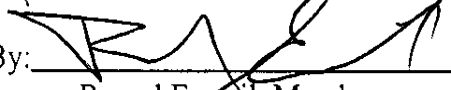
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

**BORROWERS:**

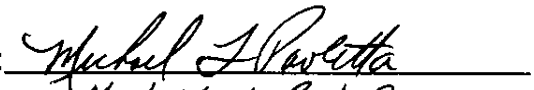
TRANSWORLD HOLDINGS LLC  
an Illinois limited liability company

By:   
Romel Esmail, Member


By:   
Bassam Haj Yousif, Member

**LENDER:**

**CIB BANK**

By:   
Name: Michael L. Paolotta  
Title: Vice President

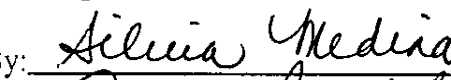
DEUTSCHE INVESTMENT HOLDINGS  
LLC, an Illinois limited liability company

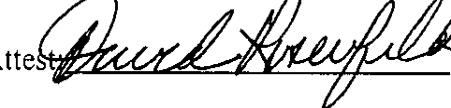
By:   
Romel Esmail, Member

By:   
Bassam Haj Yousif, Member

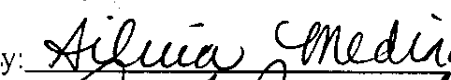
**TRUSTEE:**

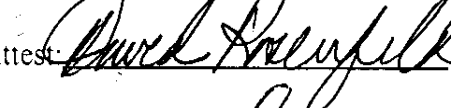
North Star Trust Company as Trustee under  
Trust Agreement Number 00-2800


By:   
Silvia Medina

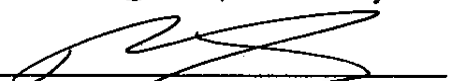
Attest:   
David Greenfield

North Star Trust Company as Trustee under  
Trust Agreement Number 00-2790

By:   
Silvia Medina

Attest:   
David Greenfield

  
Romel Esmail, Individually

  
Bassam Haj Yousif, Individually







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State of Illinois

County of Cook

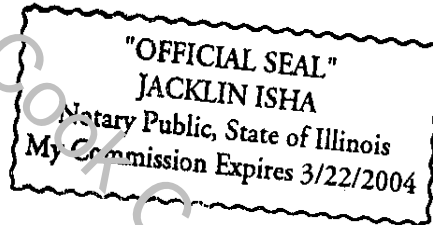
SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY, THAT Sylvia Medina, LAWA Trust  
Officer of NORTH STAR TRUST COMPANY, personally known to me to be the same  
person whose name is subscribed to the foregoing instrument as such, LAWA  
Trust Officer appeared before me this day in person and acknowledged that she  
signed and delivered the said instrument as her own free and voluntary act, and as the  
free and voluntary act of said Trust Company for the uses and purposes therein set  
forth.

Given under my hand and Notarial Seal this 9<sup>TH</sup> day of  
October, 2001

Jacklin Isha  
Notary Public

My Commission expires: 3/22/2004



Property of Cook County Clerk's Office

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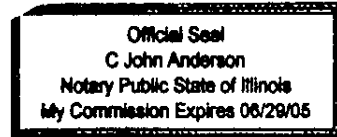
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, C. JOHN ANDERSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROMEL ESMAIL, 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 uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5<sup>TH</sup> day of OCTOBER, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 06/29/05



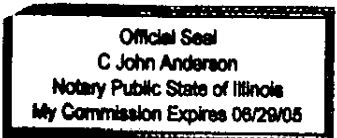
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, C. JOHN ANDERSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BASSAM HAS YOUSIF, 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 uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5<sup>TH</sup> day of OCTOBER, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 06/29/05



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 1, 2, 3 AND 8 AND THE NORTH 6.8 FEET OF LOT 9 AND A STRIP OF LAND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 7 INCLUSIVE, AND NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOT 8, ALL IN ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 4, 5 AND 8 IN BLOCK 9 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 4, 5, 6 AND 7 IN ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 4, 5 AND 8 IN BLOCK 9 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 59 East Van Buren  
Chicago, Illinois

Permanent Index No.: 17-15-109-001-0000  
17-15-109-002-0000  
17-15-109-004-0000  
17-15-109-014-0000  
17-15-109-015-0000

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