

FIRST MODIFICATION AGREEMENT

THIS FIRST MODIFICATION AGREEMENT (this "Modification") is entered into as of December 19, 2001 by and among 25 N. BISHOP, L.L.C., an Illinois limited liability company, ("Borrower"), LAWRENCE J. MANSFIELD and DEBBIE PINES MANSFIELD, husband and wife. (collectively "the Guarantor") and BUILDERS BANK, an Illinois banking corporation ("Lender").



0011221007

RECITALS:

A. On March 20, 2001, Borrower borrowed from Lender the sum of \$1,700,000 (the "Loan").

B. The Loan was evidenced by a Secured Demand Note of even date therewith made by Borrower to Lender in the principal amount of \$1,700,000.00 (the "Note"). The Note was evidenced and secured, among other things, by the following described documents (said security documents and any other document or instrument securing the Note are hereinafter collectively referred to as the "Loan Documents"):

1. Mortgage, Security Agreement and Financing Statement by Borrower in favor of Lender, dated March 20, 2001, (the "Mortgage") and recorded April 10, 2001 in the real estate records of Cook County, Illinois as Document No. 0010289212;
2. Assignment of Rents and Lessor's Interest in Leases Borrower in favor of Lender, dated February 26, 2001, and recorded April 10, 2001 in the real estate records of Cook County, Illinois and recorded as Document No. 0010289213 (the "Assignment of Rents");
3. Loan Agreement by and between Borrower and Lender dated March 20, 2001;
4. Guarantee and Subordination Agreement from Guarantor to Lender dated March 20, 2001, (the "Guarantee");
5. Environmental Indemnification Agreement from Borrower and Guarantor to Lender dated March 20, 2001, (the "Indemnity");
6. Other loan documents executed in connection with the Loan (collectively, the "Loan Documents").

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135 S. LaSalle St., Suite 2260
Chicago, IL 60603
Phone: (312) 201-1273



- C. The current outstanding principal balance under the Note is \$1,537,971.71.
- D. Borrower and Guarantor wish, and Lender is willing, to modify the terms of the Loan Documents, subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Modification.
2. Capitalized Terms. Capitalized terms contained in this Modification shall retain the meaning given under the Note or the Loan Documents.
3. Loan Documents. This Modification shall be included in the definition of Loan Documents, as defined in the Note, the Mortgage and the other Loan Documents.
4. Maturity Date. The Maturity Date, as defined in the Loan Documents, shall be the earlier of (i) March 31, 2002 or (ii) Lender's demand, and any references to the Maturity Date in the Loan Documents will refer to the Maturity Date as amended by this Modification.
5. Loan Fee. Upon the execution of this Modification, Borrower shall pay to Lender a loan fee of \$8,500 ("Loan Fee"), which Loan Fee was fully earned and which shall not be refundable regardless of whether any funds are disbursed hereunder.
6. Consent of Guarantor. Guarantor expressly consents to the terms, provisions and conditions of this Modification and acknowledges and ratifies all other terms of the Guarantee and Indemnity.
7. Documents to Remain in Effect; Confirmation of Obligations. The Note and the Loan Documents shall remain in full force and effect as originally executed and delivered by the parties, except as expressly modified and amended herein. The Loan Documents shall include this Modification, and all references in the Note and the Loan Documents to such documents shall be deemed to refer to the Note and Loan Documents as modified herein. Borrower and Guarantor hereby confirm and reaffirm all of their obligations under the Note and the Loan Documents, as modified and amended herein, and confirm and reaffirm that the Loan Documents secure the Note. To induce Lender to enter into this Modification, Borrower and Guarantor hereby represent, acknowledge and agree that they do not now have or hold any defense to the performance of any of their respective obligations under the Note or the Loan Documents, nor do Borrower or Guarantor have any claim against Lender which might be set off or credited against any payments due under any of the Note or Loan Documents. Borrower and Guarantor further represent, acknowledge and agree that, as of the date hereof, they do not have any actual or potential actions, claims, suits or defenses arising from any letters of intent, correspondence or other communications (oral or written) between Borrower, Guarantor, and Lender.

8. Certifications, Representations and Warranties. In order to induce Lender to enter into this Modification, Borrower and Guarantor hereby certify, represent and warrant to Lender that all certifications, representations and warranties contained in the Note and the Loan Documents and in all certificates heretofore delivered to Lender are true and correct as of the date hereof, and all such certifications, representations and warranties are hereby remade and made to speak as of the date of this Modification.

9. Additional Certificates, Representations and Warranties. In addition to the certifications, representations and warranties set forth in the Note and the Loan Documents, Borrower and Guarantor hereby certify, represent and warrant to Lender that:

(a) Borrower has all necessary power to carry on their present businesses, and have full right, power and authority to enter into and execute and deliver this Modification and to otherwise perform and consummate the transactions contemplated hereby.

(b) Lawrence J. Mansfield and Debbie Pines Mansfield are under no legal disability and have full right, power and authority to enter into and execute and deliver this Modification and to otherwise perform and consummate the transactions contemplated hereby.

(c) This Modification has been duly authorized, executed and delivered by Borrower and Guarantor and constitute valid and legally binding obligations enforceable against each such party in accordance with their terms. The execution and delivery of this Modification and compliance with the provisions hereof and thereof under the circumstances contemplated herein and therein do not and will not conflict with or constitute a breach or violation of or default under the agreement creating Borrower or any agreement or other instrument to which Borrower, Guarantor, or both, is a party, or by which any one of them is bound, or to which any of their properties are subject, or any existing law, administrative regulation, court order or consent decree to which any one of them is subject.

(d) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Modification or questioning the validity hereof, or in any way contesting the existence or powers of Borrower or Guarantor, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Modification.

(e) Borrower and Guarantor are in full compliance with all of the terms and conditions of this Modification, the Note and the Loan Documents, no event of default has occurred and is continuing with respect thereto and no event has occurred and is continuing which with the lapse of time or the giving of notice or both would constitute such an event of default, and Borrower and Guarantor hereby release and waive any and all (i) defenses to payment of obligations under the Note and the Loan Documents; and (ii) claims or causes of action which Borrower or Guarantor may have against Lender or its agents.

10. Not a Novation. Borrower, Guarantor, and Lender expressly state, declare and acknowledge that this Modification is intended only to modify Borrower's and Guarantor's continuing obligations under the Note and the Loan Documents in the manner set forth herein and is not intended as a novation.

11. Entire Agreement. This Modification sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Modification, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. The parties hereto hereby agree that the terms of this Modification supersede all of the terms, conditions and obligations of Lender set forth in all prior commitment letters, correspondence or other commitments (oral or written) between Borrower, Guarantor and Lender relating to this Modification.

12. Additional Documents. Borrower and Guarantor agree to execute and deliver such other and further documents requested by Lender or its counsel to achieve the objectives of this Modification, provided such other and further documents do not obligate Borrower to provide additional collateral for or materially increase Borrower's or Guarantor's obligations related to the Loan.

13. Successors. This Modification shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

14. Severability. In the event any provision of this Modification shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. Amendments, Changes and Modifications. This Modification may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

16. Construction.

a. The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Modification as a whole and not to the individual sections in which such terms are used.

b. The headings of this Modification are for convenience only and shall not define or limit the provisions hereof.

c. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

d. Any capitalized terms not defined herein shall retain the meaning as set forth in the Loan Documents.

17. Execution of Counterparts. This Modification may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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18. Governing Law. This Modification is prepared and entered into with the intention that the law of the State of Missouri shall govern its construction and enforcement.

19. Effective Date. The effective date of this Modification shall be as of the date hereof.

[signatures contained on the following page]

Property of Cook County Clerk's Office

LENDER:

BUILDERS BANK, an Illinois banking corporation

By: Charlene Madonna
Its: P.V.P.

BORROWER:

25 N. BISHOP, L.L.C.,
an Illinois limited liability company

By: [Signature]
Name: Lawrence J. Mansfield
Its: Manager

GUARANTOR:

[Signature]
LAWRENCE J. MANSFIELD

[Signature]
DEBBIE PINES MANSFIELD

Property of Cook County Clerk's Office

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 Charles Madros, the E. V. P. of BUILDERS BANK, an Illinois banking corporation, who 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 the said instrument as his own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of December, 2001.

Vivian A. Laughlin
Notary Public

My Commission Expires:

12/4/02



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11221007

STATE OF Illinois)
) SS.
COUNTY OF Cook)

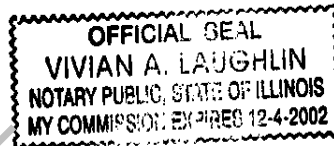
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lawrence J. Mansfield, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the 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 December, 2001.

Vivian A. Laughlin
Notary Public

My Commission Expires:

12/4/02



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 Debbie Pines Mansfield, who 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 she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of December, 2001.

Vivian A. Laughlin
Notary Public

My Commission Expires:

12/4/02



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11221007

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 Lawrence J. Mansfield, the sole manager of 25 N. Bishop, L.L.C., an Illinois Limited Liability Company (the "Company"), 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 the 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 December, 2001.

Vivian A. Laughlin
Notary Public

My Commission Expires:

12/4/02



UNOFFICIAL COPYEXHIBIT AMORTGAGED PREMISES

LOT 8 AND THAT PART OF ORIGINAL LOT 7 LYING SOUTH OF THE SOUTH LINE OF ALLEY IN BLOCK 3 IN UNION PARK ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE SOUTH 1/3 (MEASURED ON THE WEST LINE) OF LOT 9 IN BLOCK 3 IN UNION PARK ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE NORTH 1/3 (MEASURED ON THE WEST LINE) OF LOT 9 IN BLOCK 3 IN UNION PARK ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE SOUTH 1/2 OF THE NORTH 2/3 (MEASURED ON THE WEST LINE) OF LOT 9 IN BLOCK 3 IN UNION PARK ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

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DESCRIPTION OF COLLATERAL

An express security interest is granted in the following:

1. All of Borrower's right, title and interest in personal property of any kind or nature whatsoever, whether tangible or intangible, which is used or will be used in the construction of, or is or will be placed in or upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the real property and the buildings and improvements constructed thereon located at 25 North Bishop, Chicago, Illinois.

All of the above property are ("the Mortgaged Premises") legally described in Exhibit A of the instrument to which this Exhibit is attached.

2. The security interest granted herein attaches, without limitation, to all accounts, documents, instruments, chattel paper, equipment, machinery, fixtures, general intangibles, inventory (as such terms are defined in the Uniform Commercial Code of the State of Illinois), furniture, carpeting and subcontracts for the construction, reconstruction or repair of improvements, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees, insurance premiums, deposits paid to any governmental authority, letters of credit, insurance policies and insurance proceeds, any awards that may be made by any condemning authority for any partial or total taking of the Mortgaged Premises by condemnation or eminent domain or any conveyance in lieu thereof, together with all present and future attachments, accretions, accessions, replacements, and additions thereto and products and proceeds thereof.

LIST OF PERMITTED TITLE EXCEPTIONS

1. General Real estate taxes for the year 2000 and subsequent, not yet due and payable;

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