

This instrument prepared by /
and after recording return to: /
Chad H. Gettleman, Esq. /
Adelman, Gettleman, Merens, /
Berish & Carter, Ltd. /
53 West Jackson Blvd., Suite 1050 /
Chicago, IL 60604 /



FIRST AMENDMENT TO FORBEARANCE AND MODIFICATION AGREEMENT

THIS FIRST AMENDMENT TO FORBEARANCE AND MODIFICATION AGREEMENT ("Amendment") made as of the 1st day of July, 2002, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a Bank One Company, a national banking association ("Bank"), THE PONDS, L.L.C., a Delaware limited liability company ("Ponds"), THE PONDS OF WEALSHIRE, L.L.C., a Delaware limited liability company ("Ponds Wealshire"), LINCOLNSHIRE PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership ("Lincolnshire"), WEALSHIRE LIMITED PARTNERSHIP, an Illinois limited partnership ("Wealshire"), ARNOLD GOLDBERG, individually ("Arnold"), REBECCA GOLDBERG, individually ("Rebecca"), ARNOLD GOLDBERG REVOCABLE TRUST u/t/a January 10, 2000 ("Arnold Revocable Trust"), REBECCA GOLDBERG REVOCABLE TRUST u/t/a dated January 10, 2000 ("Rebecca Revocable Trust"), ARNOLD GOLDBERG CHILDREN'S TRUST u/t/a dated January 10, 2000 ("Children's Trust"), LPLP, INC., an Illinois corporation ("LPLP") and WEALSHIRE, INC., an Illinois corporation ("WInc") (Ponds, Ponds Wealshire, Lincolnshire, Wealshire, Arnold, Rebecca, Arnold Revocable Trust, Rebecca Revocable Trust, Children's Trust, LPLP and WInc are hereinafter sometimes collectively referred to as the "Borrowers"):

A WHEREAS, Borrowers are indebted to the Bank under the Loan Documents, as defined below, and were in default under the terms and conditions thereunder and related documents;

B. WHEREAS, as a result of such defaults, the Bank and all of the Borrowers made, executed and delivered to one another that certain Forbearance and Modification Agreement dated as of June 3, 2002 (the "Forbearance Agreement"), which is expressly incorporated herein by reference as if fully set forth, pursuant to which the Bank agreed to temporarily forbear in the

exercise of its rights and remedies against Borrowers under the Business Loan Documents until June 30, 2002;

C. WHEREAS, Arnold, Rebecca, Arnold Revocable Trust, and Rebecca Revocable Trust, jointly and severally (collectively, the "Residents"), are currently indebted to the Bank, among other things, pursuant to the terms and conditions of the Home Equity Note, made, executed and delivered by the Residents to the Bank in connection with the Residence which is commonly known as 8630 Keeler Avenue, Skokie, Illinois and is legally described on Exhibit A attached hereto and made a part hereof;

D. WHEREAS, Ponds owns one hundred percent (100%) of the legal title in and to the Ponds Facility which is commonly known as 170 Jamestown Lane, Lincolnshire, Illinois, and legally described on Exhibit B attached hereto and made a part hereof;

E. WHEREAS, Lincolnshire owns one hundred percent (100%) of the legal title in and to the Wealshire Facility which is commonly known as 150 Jamestown Lane, Lincolnshire, Illinois, and legally described on Exhibit C attached hereto and made a part hereof;

F. WHEREAS, all defined terms used herein shall have the same meaning as set forth in the Forbearance Agreement unless otherwise specifically noted; provided however, that as used herein, the definition of "Loan Documents", as previously defined in the Forbearance Agreement, shall hereinafter also include the Forbearance Agreement and all other documents executed in connection with the Forbearance Agreement and this Amendment;

G. WHEREAS, Borrowers are and have been in default under the terms and conditions of the Ponds Notes and other Business Loan Documents, the declaration and notice of which by the Bank is hereby acknowledged by the Borrowers. As a result of such defaults, all of the Business Indebtedness is immediately due and payable. The Bank has not waived, and is not presently waiving, any rights or remedies in enforcing any or all of Borrowers' or any other parties' obligations under any of the Loan Documents and any or all applicable provisions thereunder;

H. WHEREAS, Borrowers acknowledge that they could not, and did not, satisfy the Business Indebtedness in full by June 30, 2002, and accordingly, have requested that the Bank take the following actions: (1) except as expressly provided below, temporarily forbear from exercising their respective rights and remedies under the Business Loan Documents by reason of any and all existing defaults thereunder until September 16, 2002 (the "Extended Forbearance Period"); and (2) provided that there are no defaults under any of the Residential Loan Documents, continue to comply with the terms and conditions thereof;

I. WHEREAS, Isadore Goldberg ("Isadore") is Arnold's father, and from time to time, has advanced personal funds to Arnold on an unsecured basis, who in turn, has advanced all or a portion of such funds, also on an unsecured basis, to Ponds, Ponds Wealshire,

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Lincolnshire, and Wealshire (collectively, the "Businesses") as additional working capital in connection with the operation of their businesses. Accordingly, Isadore has an indirect financial interest in the Businesses and the success of their operations;

J. WHEREAS, Isadore and Arnold have each represented to the Bank that during the Extended Forbearance Period, as defined below, Isadore will continue to advance to Arnold, on an unsecured basis, personal funds in the amount of \$270,000 during the Extended Forbearance Period (which amount shall be in addition to an advance made by Isadore to Arnold in the amount of \$100,000 on or about July 10, 2002), and that Arnold, in turn, will continue to advance all of such funds, also on an unsecured basis, to the Businesses in order to assist in the funding of their respective ongoing operations (collectively, the "Personal Working Capital Advances");

K. WHEREAS, Isadore and Arnold, and each of them, acknowledge that the Bank has determined, by its usual and customary credit standards, that the financial status of, and collateral pledged by, the Businesses are insufficient to cause the Bank to enter into this Amendment, and that subsequent to this determination by the Bank, Isadore has freely and voluntarily agreed during the Extended Forbearance Period to personally cause Arnold to make the Personal Working Capital Advances to the Businesses;

L. WHEREAS, Isadore has requested that the Bank enter into this Amendment and reasonably believes that the inclusion of provisions hereunder relating to the Personal Working Capital Advances are necessary to induce the Bank to enter into this Amendment and otherwise enforce the terms and provisions of this Amendment;

M. WHEREAS, in consideration of the relief requested of the Bank, and among other things as more fully set forth in this Amendment, Borrowers, as the case may be, have agreed to: (1) ratify and reaffirm all of their respective obligations to the Bank under all of the Loan Documents; (2) pay and/or cause to be paid all principal and/or interest payments which are due under the Ponds Notes during the Forbearance Period on a current basis when and as the same come due as if the existing defaults had not occurred and the Business Indebtedness not become immediately due and payable; (3) pay and/or cause to be paid any and all principal and interest payments which are due under the Home Equity Note when and as the same come due until paid in full; (4) cause the Personal Working Capital Advances to be made as more fully set forth below; (5) to the extent not heretofore provided, cause all of the Borrowers to make, execute and deliver to the Bank, unconditional, continuing and absolute guaranties of each and every other Borrowers' obligations owing to the Bank under the Business Loan Documents; (6) to the extent not heretofore provided, cross default the Business Indebtedness under all of the Business Loan Documents such that any default by any of the Borrowers under the terms and conditions of any of the Business Loan Documents or a Duffy Event of Default, as defined below, constitutes an event of default under all of the other Business Loan Documents; (7) cross default the Residential Loan Documents with the Business Loan Documents such that a default under the Residential Loan Documents constitutes an event of default under the Business Loan

Documents; (8) to the extent not heretofore provided, cause the Businesses, and each of them, as the case may be, to grant to the Bank a lien and security interest in and to the Additional Collateral to secure repayment of the Business Indebtedness; (9) on or before the expiration of the Extended Forbearance Period, pay and/or cause payments to be made to the Bank in amounts sufficient to fully satisfy all of the Business Indebtedness; (10) deliver to the Bank various updated and current financial statements and cash flow statements for each of the Businesses, all as more fully described in paragraph 2(g) below; (11) pay, or cause to be paid to, Duffy an amount equal to Payment 4 as soon as practicable hereafter, but in no event later than the earlier of: (a) the expiration of the Extended Forbearance Period, and (b) such earlier date as is necessary to avoid a Duffy Event of Default; (12) make, execute and deliver to the Bank any and all reports and other documents which are required under the terms of the Business Loan Documents and/or this Amendment when and as the same are due, unless expressly modified herein; (13) waive any and all options or elections in the Ponds Notes and Business Loan Documents to have interest be payable under the Ponds Notes pursuant to the LIBOR Agreement as described therein such that effective on July 1, 2002, the interest rate applicable and payable under each of the Ponds Notes and Business Loan Documents shall be calculated at the Prime Rate defined therein; and (14) make, execute and deliver to the Bank any and all documents or take such actions which the Bank deems reasonably necessary to effectuate and consummate the transactions contemplated herein;

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N. WHEREAS, Borrowers agree that all of the Business Indebtedness, if not sooner declared to be due in accordance with the terms and conditions of the Loan Documents and this Amendment, shall without further act, notice or deed be immediately due and payable in full upon the expiration of the Extended Forbearance Period;

O. WHEREAS, the Bank is willing to grant the aforementioned requests of Borrowers subject to the terms and conditions set forth below,

P. WHEREAS, this Amendment shall not be construed nor is it a waiver or modification of any or all of the rights and remedies of the Bank under any or all of the Loan Documents or otherwise, all of which rights and remedies are hereby expressly reserved and unaffected by this Amendment; and

Q. WHEREAS, the Bank and Borrowers, and each of them, have concluded that the execution by them of this Amendment will avoid protracted and expensive litigation and acknowledge that the terms and provisions hereof are fair and reasonable, that each has had the benefit of legal counsel and each is receiving a substantial and valuable benefit if the transactions contemplated herein are consummated.

NOW, THEREFORE, for and in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the performance of the mutual covenants hereinafter to be performed, IT IS AGREED as follows:

1. Recitals. The recitals hereinbefore set forth constitute an integral part of this Amendment, evidencing the intent of the parties in executing this Amendment and describing the circumstances surrounding its execution. Accordingly, said recitals are, by express reference, made a part of the covenants hereof, and this Amendment shall be construed in the light thereof.

2. Borrowers' Obligations and Deliveries. To induce the Bank to consent to this Amendment, Borrowers, and each of them, with the intent and understanding that the Bank is expressly relying thereon as a material inducement to enter into this Amendment, hereby acknowledge and agree to fully perform all of the following obligations, covenants and deliveries:

(a) Effective upon the execution and delivery hereof to the Bank by all of the Borrowers hereto, Borrowers shall be deemed to have ratified and reaffirmed all of their respective obligations to the Bank under the Loan Documents;

(b) During the Extended Forbearance Period, Borrowers, as the case may be, agree to pay and/or cause to be paid to the Bank on a timely basis all monthly principal and interest and any other sums due under the Ponds Notes, and Home Equity Note throughout the Extended Forbearance Period, in full when and as the same would ordinarily come due pursuant to the terms thereof as if the existing defaults (as to the Ponds Notes) had not occurred and all of the Business Indebtedness not become immediately due and payable in full;

(c) To the extent that any of the Business Loan Documents do not contain express cross-default provisions with all other Business Loan Documents, then effective upon the execution and delivery hereof to the Bank by all of the Borrowers hereto, Borrowers, and each of them, hereby unconditionally agree that all of the Business Indebtedness is cross defaulted such that any default by any of the Borrowers under the terms and conditions of this Amendment and/or any of the Loan Documents with the Bank constitutes an event of default under this Amendment and all of the other Business Loan Documents with the Bank, and further agree that to the extent necessary, all of the Loan Documents shall be, and are hereby, amended to fully effectuate same;

(d) To the extent that any of the Business Loan Documents do not contain the express guaranty by each of the Borrowers for each of the other Borrowers' respective obligations owing to the Bank, then effective upon the execution and delivery hereof to the Bank by all of the Borrowers hereto, Borrowers, and each of them, hereby agree that: (1) each of the Borrowers shall be deemed without further act, notice or deed to have fully, absolutely and unconditionally guaranteed all of the other Borrowers' obligations owing to the Bank under the Business Loan Documents; (2) to the extent the Bank deems necessary, in its sole and absolute discretion, each of the Borrowers shall make, execute and deliver to the Bank a continuing unconditional guaranty of all of the other Borrowers' obligations owing to the Bank in the form customarily used by the Bank; and (3) to the extent necessary, all of the Business Loan Documents shall be, and are hereby, amended to fully effectuate all of the above;

(e) To the extent not heretofore granted, then effective upon the execution and delivery hereof to the Bank by all of the Borrowers hereto, the Businesses, LPLP and Winc, and each of them, agree, and hereby grant to the Bank a valid, first and prior lien and security interest in and to the Ponds Business Collateral, Wealshire Business Collateral, Arnold Collateral and Additional Collateral to secure the repayment of all of the obligations, performance and indebtedness of the Businesses to the Bank under the Ponds Notes, and all other Business Loan Documents in accordance with the terms and conditions of the applicable Business Loan Documents, and further agree that to the extent necessary, all of the Business Loan Documents shall be, and are hereby, amended to fully effectuate such cross-collateralization. In connection therewith, Borrowers agree to make, execute and deliver to the Bank such Uniform Commercial Code financing statements, Form-1, as the Bank deems necessary to fully effectuate the terms and conditions of this Amendment;

(f) The Borrowers agree to use all reasonable diligence to cause Isadore during the Extended Forbearance Period to advance his personal funds to Arnold, on an unsecured basis, in the approximate amount of \$270,000 during the Extended Forbearance Period in accordance with the schedule attached hereto as Exhibit D and made a part hereof (collectively the "Isadore Advances"), it being expressly understood that the Isadore Advances do not include the advance made by Isadore to Arnold in the amount of \$100,000 on or about July 10, 2002. In turn, Arnold agrees to advance all of the Isadore Advances, also on an unsecured basis, to the Businesses, immediately upon receipt during the Extended Forbearance Period, in order to assist in the funding of the Businesses' respective ongoing operations (collectively, the "Personal Working Capital Advances"). Borrowers and Isadore acknowledge and agree that Arnold's failure to fully and timely make all Personal Working Capital Advances shall constitute an event of default under the terms and conditions of this Amendment and the Business Loan Documents, as modified herein;

(g) During the Extended Forbearance Period, the Businesses agree to deliver to the Bank, all in a form satisfactory to the Bank and certified as true and correct in all material respects by a duly authorized officer, manager, or general partner, as the case may be, of each of the Businesses the following: (1) on or before August 20, 2002, reviewed financial statements for the year ending December 31, 2001, for Ponds and Ponds Wealshire, such financial statements to include a balance sheet, income statement and statement of cash flows; (2) on or before August 20, 2002, interim financial statements for all of the Businesses for the periods of June 1, 2002 through June 30, 2002, and January 1, 2002 through June 30, 2002, including, without limitation, a balance sheet, income statement and statement of cash flows for each such time period, which reflect, among other things, a listing of any and all Personal Working Capital Advances made during such period; (3) on or before August 20, 2002, interim financial statements for all of the Businesses for the periods of July 1, 2002 through July 31, 2002, and January 1, 2002 through July 30, 2002, including, without limitation, a balance sheet, income statement and statement of cash flows for each such period, which reflect, among other things, a listing of any and all Personal Working Capital Advances made during such period; (4) copies of any and all other projections and/or budgets prepared by or on behalf of the Businesses, or any of them, and

previously provided to prospective lenders or financial institutions, and any and all such or similar documents provided hereafter by the Businesses to prospective lenders or financial institutions when and as the same are delivered to such third parties; and (5) such other information or reports as and when it is reasonably requested by the Bank or required under the Business Loan Documents (collectively, the "Reports");

(h) During the Extended Forbearance Period, Borrowers agree to make, execute and deliver to the Bank on a timely basis all reports and other documents required under the Business Loan Documents when and as the same would ordinarily come due pursuant to the terms thereof as if the existing defaults had not occurred;

(i) On or before August 20, 2002, Arnold and Rebecca agree to provide the Bank with true and correct copies of their respective personal federal income tax returns with all supporting schedules for the tax year ending December 31, 2001;

(j) Concurrently with the execution hereof, the Goldberg Revocable Trusts and Children's Trust each agree to provide the Bank with true and correct copies of their respective most recent federal income tax returns, if any, and financial statements, if any, certified true and correct in all material respects by the duly appointed trustees of the Goldberg Revocable Trusts and Children's Trust, as the case may be. In the event that either or both of the Goldberg Revocable Trusts and/or Children's Trust do not have recent financial statements, then each of said Trusts agrees to deliver to the Bank concurrently with the execution hereof, a current statement of assets and liabilities as of the date of this Amendment on the Bank's standard form and certified true and correct by their respective trustees in all material respects;

(k) Upon the expiration of the Extended Forbearance Period, each of the Borrowers, as the case may be, agrees to pay and/or cause to be paid to the Bank, as the case may be, the Business Indebtedness in full in accordance with the terms and provisions of this Amendment and the applicable Business Loan Documents;

(l) During the Extended Forbearance Period, Borrowers, and each of them, as the case may be, agree to fully comply with all terms and conditions of this Amendment and Loan Documents, except as expressly modified herein;

(m) The Businesses, and each of them, agree that they shall not open or maintain at any time during which all or any portion of the Business Indebtedness remains unpaid, any account of any kind at any bank or financial institution, other than the Bank, provided however, that in the event that the Borrowers fully satisfy the Term Note upon the terms and conditions set forth herein, then the Bank agrees that Wealshire may close its operating account at the Bank and establish a new operating account at a different financial institution other than the Bank. The Businesses further agree not to cause, permit, create or suffer to exist any overdrafts in any accounts maintained by the Businesses at the Bank, and agree and acknowledge that the Bank

shall not be obligated or required to honor any overdrafts arising hereafter in any amounts whatsoever in any of such accounts;

(n) Borrowers agree to pay, or cause to be paid to, Duffy an amount equal to Payment 4 (the "Duffy Settlement Payment") as soon as practicable hereafter, but in no event later than the earlier of: (a) the expiration of the Extended Forbearance Period, and (b) such earlier date as is necessary to avoid a Duffy Event of Default. For purposes hereof, a "Duffy Event of Default" shall mean any action taken by Duffy which affects the Ponds Facility in any manner, including, without limitation, the filing of a mechanics lien foreclosure action. Borrowers agree and acknowledge that a Duffy Event of Default shall act as an event of default under each and every one of the Business Loan Documents, and that all of the Loan Documents shall be, and are hereby, amended to fully effectuate same; and

(o) Concurrently with the execution hereof, unless previously provided, Borrowers shall deliver to the Bank a certificate(s) of insurance which are currently in full force and effect regarding the Ponds Facility and all assets of Ponds and Ponds Wealshire located in or around the Ponds Facility, which certificate(s) shall name the Bank as additional insured and additional loss payee thereunder (collectively, the "Insurance Policies"). Borrowers agree that all such Insurance Policies shall have and maintain coverage limits consistent with the Businesses' past practices;

(p) Notwithstanding anything to the contrary contained in the Ponds Notes and/or the Business Loan Documents, Borrowers hereby waive and fully release any right or option they have under the terms of the Ponds Notes and Business Loan Documents to have interest accrue and be payable on the Ponds Notes pursuant to the terms and conditions of the "LIBOR Agreement," as defined in the Ponds Notes. The Borrowers further acknowledge and agree that effective on July 1, 2002, and continuing throughout the Extended Forbearance Period, all interest accruing and payable under the Ponds Notes shall be at the "Prime Rate," as defined in the Ponds Notes; provided, however, that upon any event of default under this Amendment or any of the Loan Documents, in addition to all of the Bank's other rights and remedies, the Bank may, in its sole and absolute discretion, charge a default rate of interest under the Ponds Notes equal to the Prime Rate plus four percent (4%) per annum (the "Default Interest Rate"). Borrowers further acknowledge and agree that the Default Interest Rate shall fluctuate and be effective when and as the Prime Rate fluctuates. Default interest shall be computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months. For purposes hereof, the LIBOR Agreement shall be deemed terminated, null and void and of no further legal effect from and after July 1, 2002.

3. Bank's Obligations. Upon the execution hereof by all parties hereto, the execution and delivery to the Bank by Borrowers of all documents required herein, and subject to the terms and conditions hereof, the Bank agrees to:

(a) During the Extended Forbearance Period temporarily forbear in the exercise of its respective rights and remedies against Borrowers under any of the Business Loan Documents, in

law and in equity, by reason of any and all existing defaults thereunder as of the date hereof, provided however, that such temporary forbearance shall continue only for so long as Borrowers shall continue to strictly comply with all of the terms and provisions contained in this Amendment and the Loan Documents, and shall immediately expire if there is not such strict compliance by all of the Borrowers upon three (3) days written notice to Borrowers and to Larry Freedman, Esq. as provided in paragraph 22 of this Amendment;

(b) From and after the execution of this Amendment by all parties hereto, and provided that no events of default arise hereafter under this Amendment or any of the Loan Documents, charge interest on the Ponds Notes at the Prime Rate provided for therein. In the event that from and after the date hereof, Borrowers, or any of them, default under the terms and conditions of this Amendment and/or any of the Loan Documents, then the Bank expressly reserves the right to charge any late fees, penalties and the Default Interest Rate, as provided in the Business Loan Documents, on each and every one of the Ponds Notes, and other Business Loan Documents, from and after the date of any such default;

(c) From and after the execution of this Amendment by all parties hereto, and provided that no events of default arise hereafter under this any of the Residential Loan Documents, continue to comply with Bank's duties and obligations under the terms and conditions of the Residential Loan Documents. In the event that from and after the date hereof, Residents, or any of them, default under the terms and conditions of the Residential Loan Documents or this Amendment as relates thereto, then the Bank expressly reserves the right to charge the default rate of interest on the Home Equity Note, and other Residential Loan Documents from and after the date of any such default; and

(d) Release the Bank's liens and security interests in and to the Wealshire Business Collateral, upon Borrowers' full and complete satisfaction of, and remittance to the Bank in good and collected funds an amount equal to, the Term Note Indebtedness within the Extended Forbearance Period by a refinancing thereof with a replacement lender on terms and conditions satisfactory to the Bank in the Bank's sole and absolute discretion, which terms shall include, without limitation, the agreement of the replacement lender that: (1) at no time during which any Business Indebtedness remains due and owing, shall such replacement lender have the right to commence foreclosure proceedings or exercise any other of its rights with respect to any of the Ponds Business Collateral or Arnold Collateral without the prior written consent of the Bank, which consent shall be in the Bank's sole and absolute discretion; (2) the replacement lender will allow the Business Indebtedness to be fully satisfied from a sale or refinancing of all or any portion of the Ponds Business Collateral or Arnold Collateral without the necessity of concurrently therewith satisfying such replacement lender's claims; and (3) such replacement lender will only be entitled to receive the proceeds in excess, and after the full repayment, of the Business Indebtedness, if any, received from a sale or other disposition of the Ponds Business Collateral and/or Arnold Collateral. It is hereby fully understood, acknowledged and agreed to by the Borrowers that any liens or security interests granted to such replacement lender in and to any or all of the Ponds Business Collateral or Arnold Collateral shall at all times be fully and

expressly subordinated to the Bank's liens and security interests in and to the Ponds Business Collateral and Arnold Collateral securing repayment to the Bank of the remaining Business Indebtedness, and under no circumstances shall the Bank be deemed or required to release and/or subordinate any of the Bank's liens and security interests in and to the Ponds Business Collateral or Arnold Collateral until such time as all of the Business Indebtedness has been fully and timely paid to the Bank.

4. Amendments to Security Documents. In order to secure the prompt payment to the Bank of the Business Indebtedness and Residential Indebtedness, and the prompt, full and faithful performance by Borrowers of all of the provisions to be kept, observed or performed by Borrowers under this Amendment and the Loan Documents, Borrowers, and each of them, acknowledge and agree that subject to the express terms and conditions set forth herein, and in addition to the other purposes expressly set forth in this Amendment:

(a) This Amendment shall serve as, and constitute to the extent necessary to fully effectuate all of the terms and conditions hereof, an amendment to each and every one of the applicable Loan Documents, whether described herein or otherwise;

(b) This Amendment shall serve as, and constitute to the extent necessary to fully effectuate all of the terms and conditions hereof, a security agreement granting the Bank valid, perfected and first liens and security interests in and to the Additional Collateral; and

(c) Immediately upon the execution and delivery of this Amendment by all parties hereto, the Bank shall record this Amendment with the Recorder of Deeds offices for Cook County, Illinois and Lake County, Illinois.

5. Negative Pledge Agreement. The Borrowers, and each of them, as the case may be, agree that:

(a) None of the Borrowers shall cause, permit, create, incur, or suffer to exist any lien or encumbrance upon any of the Ponds Facility, Wealshire Facility, Ponds Business Collateral, Wealshire Business Collateral, Arnold Collateral or the Residence, except for the following permitted items, whether pre-existing or hereafter arising:

- (i) liens imposed by mandatory provisions of law such as for materialmen, mechanics, warehousemen and other like liens arising in the ordinary course of business, if the same are being contested in good faith and as to which adequate cash reserves have been set aside;
- (ii) liens for taxes, assessments and governmental charges or levies imposed upon income or profits or property, if the same are being contested in good faith and as to which adequate cash reserves have been set aside;

- (iii) liens arising from good faith deposits in connection with tenders, leases, real estate bids or contracts (other than contracts involving the borrowing of money);
- (iv) encumbrances consisting of zoning restrictions, easements, or other restrictions on the use of real property, provided that such items do not impair the use of any of the properties for the purposes intended, and none of which is violated by existing or proposed structures or land use;
- (v) as to the Residence, the Residential First Mortgage;
- (vi) as to the Wealshire Facility, that certain Mortgage and Security Agreement dated October 31, 1997 in favor of Daiwa Finance Corp., its successors and assigns; or
- (vii) the Duffy Lien.

(b) None of the Borrowers shall cause or permit title to any of the Ponds Facility, Wealshire Facility, Ponds Business Collateral, Wealshire Business Collateral, Arnold Collateral or the Residence to be sold, transferred, conveyed, exchanged or otherwise disposed of without the Bank's prior written consent, excluding only the usage of the Businesses' personal property assets in the ordinary course of the Businesses or as permitted in the Security Documents.

6. Estoppel and Release. To further induce the Bank to consent to this Amendment, Borrowers, and each of them, as the case may be, jointly and severally, and Isadore as to subparagraph (bb) below only, covenant, represent and warrant to the Bank with the intent and understanding that the Bank is expressly relying thereon as a material inducement to enter into this Amendment as follows:

(a) Borrowers consent and agree to the actions requested of the Bank herein and acknowledge that the Business Indebtedness is in default and is immediately due and payable in full without further demand;

(b) The terms of each of the Loan Documents, as amended herein, including, but not limited to, Borrowers' respective obligations and liabilities under the Loan Documents and the validity and priority of the liens and security interests created thereby and hereunder, are hereby affirmed and ratified by Borrowers, and it is acknowledged and agreed that the same are in full force and effect and are unconditionally binding and enforceable against Borrowers, and each of them, as the case may be, in accordance with their respective terms;

(c) None of the Borrowers possess any claims, defenses, offsets, recoupments or counterclaims of any kind or nature against the enforcement or validity of this Amendment, the Business Loan Documents, the Residential Loan Documents, or any of the obligations set forth

therein, including, but not limited to, the immediate collection of the Business Indebtedness (collectively, the "Claims"), nor do any of the Borrowers now have knowledge of any facts that would give rise to any Claims affecting, modifying or limiting the enforceability of same. In the event there now exists facts that would give rise to any Claims against or with respect to the enforcement of this Amendment, the Business Loan Documents, the Business Indebtedness, the Residential Indebtedness, or the Residential Loan Documents, Borrowers, and each of them, do hereby unconditionally, irrevocably and unequivocally waive and fully release any and all such Claims to the same extent as if such Claims were the subject of a lawsuit, adjudicated to a conclusion in favor of the Bank and dismissed therein with prejudice;

(d) To the best of the knowledge or information of each of the Borrowers, the Bank: (i) has a first priority and superior security interest, which is validly perfected against all of the Ponds Business Collateral, Wealshire Business Collateral and Arnold Collateral; (ii) has a valid and perfected lien and security interest in and to the Residence, subject only to the Residential First Mortgage; and (iii) in connection herewith, shall be validly perfected against any and all additional collateral granted herein. Borrowers have taken no action that would cause the representations in this provision to be untrue;

(e) Each of the Borrowers, as the case may be, is unconditionally liable for all of their respective Business Indebtedness under the applicable Business Loan Documents and does hereby ratify and affirm all of such Business Indebtedness;

(f) Through and including June 30, 2002, there was due and owing under the Ponds Notes and the Home Equity Note, in addition to interest which continues to accrue on a daily basis at the rates and in the manner set forth in each of the respective notes, as modified by this Amendment, and any and all other Costs, as defined below, incurred or to be incurred by the Bank in connection with this Amendment, the Business Indebtedness, Business Loan Documents, Residential Indebtedness, and/or the Residential Loan Documents, the following principal amounts:

- (1) Construction Note: \$17,500,000.00;
- (2) Term Note: \$2,500,000.00; and
- (3) Home Equity Note: \$800,000.00;

(g) Borrowers, and each of them, are unconditionally liable for all of their respective Business Indebtedness under the Payment Guaranties, and do hereby ratify and affirm all of such Business Indebtedness in the amounts set forth above;

(h) Arnold and Rebecca, and each of them, are unconditionally liable for all of their respective obligations under the Completion Guaranties, and do hereby ratify and affirm all of

such liability and obligations as may be necessary to complete the Project as contemplated, and provided in, the Completion Guaranties;

(i) Residents, and each of them, are unconditionally liable for all of their respective Residential Indebtedness under the Residential Loan Documents, and do hereby ratify and affirm all of such Residential Indebtedness in the amounts set forth above;

(j) Borrowers fully and unequivocally consent and agree that there is no obligation of the Bank to extend or to renew any of the Ponds Notes, or the Home Equity Note or to provide any additional or further financial accommodations or forbearance of any kind or nature whatsoever, except as expressly provided in this Amendment;

(k) Borrowers, for themselves, their respective heirs, legal representatives, beneficiaries, officers, directors, shareholders, employees, affiliates, predecessors, subsidiaries, members, managers, trustees, attorneys, agents, representatives, successors and assigns, and each of them, as the case may be, (collectively, "Releasors"), do hereby unconditionally, unequivocally and irrevocably remise, release and forever discharge the Bank and its current and former officers, directors, shareholders, employees, attorneys, agents, representatives, affiliates, parents, predecessors, subsidiaries, divisions, successors and assigns (collectively, "Releasees"), from and against all manners of action, causes of action, suits, debts, accounts, promises, warranties, damages and consequential damages, demands, agreements, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs, expenses or claims whatsoever, in law or in equity, whether presently known to Releasors or whether not known (collectively, the "Released Claims") including, but not limited to, all Released Claims arising out of, under, or relating to the Business Indebtedness, Business Loan Documents, Residential Indebtedness, Residential Loan Documents, Ponds Business Collateral, Wealshire Business Collateral, Arnold Collateral and/or the Residence, which Borrowers, or any of them, now have or ever had, or can, shall or may have against Releasees, upon or by reason of any manner, cause or thing whatsoever on or at any time prior to the date of these presents, it being the intention of each of Borrowers to reserve nothing whatsoever hereunder with respect to Releasees and to assure Releasees their peace and freedom from all Released Claims;

(l) The failure of the Bank to insist upon strict compliance with any of the terms, covenants, or conditions of this Amendment or of one or more of the Loan Documents shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any time or times;

(m) The invalidity or unenforceability of any provision in this Amendment or in one or more of the Loan Documents shall in no way affect the validity or enforceability of any other provision;

(n) Ponds is Delaware limited liability company duly organized and existing in good standing under the laws of the State of Delaware and authorized to transact business within the State of Illinois and has full power and organizational authority to enter into, execute, deliver and perform this Amendment and to consummate the transactions contemplated herein; all necessary governance action has been taken in order to authorize the execution hereof by Ponds and the consummation of the transactions contemplated herein; and upon execution and delivery, this Amendment will be a valid, binding and enforceable obligation of Ponds. Ponds, with the advice of counsel, has knowingly and voluntarily assented to become a party to this Amendment, and agrees to fully comply with all of the terms and conditions of this Amendment in order to induce the Bank to enter into this Amendment. This Amendment and all documents and instruments related hereto have been, and will be duly executed and delivered by duly authorized representatives of Ponds;

(o) Ponds Wealshire is Delaware limited liability company duly organized and existing in good standing under the laws of the State of Delaware and authorized to transact business within the State of Illinois and has full power and organizational authority to enter into, execute, deliver and perform this Amendment and to consummate the transactions contemplated herein; all necessary governance action has been taken in order to authorize the execution hereof by Ponds Wealshire and the consummation of the transactions contemplated herein; and upon execution and delivery, this Amendment will be a valid, binding and enforceable obligation of Ponds Wealshire. Ponds Wealshire, with the advice of counsel, has knowingly and voluntarily assented to become a party to this Amendment, and agrees to fully comply with all of the terms and conditions of this Amendment in order to induce the Bank to enter into this Amendment. This Amendment and all documents and instruments related hereto have been, and will be duly executed and delivered by duly authorized representatives of Ponds Wealshire;

(p) Lincolnshire is an Illinois limited partnership duly organized and existing in good standing under the laws of the State of Illinois and has full power and organizational authority to enter into, execute, deliver and perform this Amendment and to consummate the transactions contemplated herein; all necessary governance action has been taken in order to authorize the execution hereof by Lincolnshire and the consummation of the transactions contemplated herein; and upon execution and delivery, this Amendment will be a valid, binding and enforceable obligation of Lincolnshire. Lincolnshire, with the advice of counsel, has knowingly and voluntarily assented to become a party to this Amendment, and agrees to fully comply with all of the terms and conditions of this Amendment in order to induce the Bank to enter into this Amendment. This Amendment and all documents and instruments related hereto have been, and will be duly executed and delivered by duly authorized representatives of Lincolnshire;

(q) Wealshire is an Illinois limited partnership duly organized and existing in good standing under the laws of the State of Illinois and has full power and organizational authority to enter into, execute, deliver and perform this Amendment and to consummate the transactions contemplated herein; all necessary governance action has been taken in order to authorize the execution hereof by Wealshire and the consummation of the transactions contemplated herein;

and upon execution and delivery, this Amendment will be a valid, binding and enforceable obligation of Wealshire. Wealshire, with the advice of counsel, has knowingly and voluntarily assented to become a party to this Amendment, and agrees to fully comply with all of the terms and conditions of this Amendment in order to induce the Bank to enter into this Amendment. This Amendment and all documents and instruments related hereto have been, and will be duly executed and delivered by duly authorized representatives of Wealshire;

(r) Arnold is an individual with full power and authority to enter into this Amendment and to consummate the transactions contemplated herein. Arnold, with the advice of counsel, has of his own free will and volition, knowingly and voluntarily assented to become a party to this Amendment, and agrees to fully comply with all of the terms and conditions of this Amendment in order to induce the Bank to enter into this Amendment. Upon execution and delivery, this Amendment will be a valid, binding and enforceable obligation of Arnold;

(s) Rebecca is an individual with full power and authority to enter into this Amendment and to consummate the transactions contemplated herein. Rebecca, with the advice of counsel, has of her own free will and volition, knowingly and voluntarily assented to become a party to this Amendment, and agrees to fully comply with all of the terms and conditions of this Amendment in order to induce the Bank to enter into this Amendment. Upon execution and delivery, this Amendment will be a valid, binding and enforceable obligation of Rebecca;

(t) Arnold Revocable Trust is a valid trust created under the laws of the State of Illinois, for which Arnold is the sole beneficiary and sole trustee. Arnold Revocable Trust has full power and authority to enter into this Amendment and to consummate the transactions contemplated herein. Arnold Revocable Trust, and Arnold as Trustee, with the advice of counsel, has of his own free will and volition, knowingly and voluntarily caused Arnold Revocable Trust to assent to become a party to this Amendment, and agrees to fully comply with all of the terms and conditions of this Amendment in order to induce the Bank to enter into this Amendment. Upon execution and delivery, this Amendment will be a valid, binding and enforceable obligation of Arnold Revocable Trust.

(u) Rebecca Revocable Trust is a valid trust created under the laws of the State of Illinois, for which Rebecca is the sole beneficiary and sole trustee. Rebecca Revocable Trust has full power and authority to enter into this Amendment and to consummate the transactions contemplated herein. Rebecca Revocable Trust, and Rebecca as Trustee, with the advice of counsel, has of her own free will and volition, knowingly and voluntarily caused Rebecca Revocable Trust to assent to become a party to this Amendment, and agrees to fully comply with all of the terms and conditions of this Amendment in order to induce the Bank to enter into this Amendment. Upon execution and delivery, this Amendment will be a valid, binding and enforceable obligation of Rebecca Revocable Trust.

(v) Children's Trust is a valid trust created under the laws of the State of Illinois, for which _____ are the beneficiaries and Shale Lapping and Larry Freedman are the co-

trustees, exclusively. Children's Trust has full power and authority to enter into this Amendment and to consummate the transactions contemplated herein. Children's Trust, and Lapping and Freedman as co-trustees, with the advice of counsel have, of their own free will and volition, knowingly and voluntarily caused Children's trust to assent to become a party to this Amendment, and agree to fully comply with all of the terms and conditions of this Amendment in order to induce the Bank to enter into this Amendment. Upon execution and delivery, this Amendment will be a valid, binding and enforceable obligation of Children's Trust.

(w) Residents have not heretofore, and hereafter shall not without Bank's express written consent, cause, permit, create, incur or suffer to exist any lien or encumbrance upon the Residence excluding only the Residential First Mortgage subject to the terms and conditions of this Amendment, except for those liens and encumbrances expressly described in paragraph 5 above;

(x) The execution, delivery and performance of this Amendment does not, and will not, by the lapse of time, the giving of notice or otherwise violate or breach any provision of any applicable law, regulation, judgment, order, certificate of incorporation or organization, operating agreement, declaration of trust, or by-laws, as the case may be, or any other agreement, instrument or document by which Borrowers, or any of them, or their respective properties are, or hereafter may be, bound;

(y) The Residential Mortgage is junior only to that certain first mortgage in favor of Parkway Bank, 4800 North Harlem, Harwood Heights, Illinois (the "Residential First Mortgage" or "Residential First Mortgage"). The outstanding principal balance due and owing under the Residential First Mortgage as of the date hereof is approximately \$ _____. As of the date hereof, the Residents are not in default under any of the terms and conditions of the Residential First Mortgage, and hereby agree to remain current under the terms and conditions thereof until such time as the Residential Indebtedness has been paid in full to the Bank. Legal title to the Residence is solely held in equal shares by and in the name of Arnold Revocable Trust and Rebecca Revocable Trust. There are no outstanding liens or encumbrances against the Residence except the Residential First Mortgage, Residential Mortgage, current real estate taxes and non-monetary covenants and restrictions of record;

(z) All information set forth in the Reports and/or copies of any other documents delivered to the Bank by or on behalf of any of the Borrowers pursuant to the terms of this Amendment or any of Loan Documents shall be true and correct in all material respects when delivered;

(aa) The Businesses do not currently maintain any account of any kind at any bank or financial institution, other than the Bank;

(bb) During the Extended Forbearance Period, use all reasonable diligence to cause Isadore to make the Isadore Advances, which Arnold, in turn, shall, advance to the Businesses as

the Personal Working Capital Advances. Isadore is an individual with full power and authority to approve and consent to this Amendment for the limited purposes set forth herein, and to consummate the transactions contemplated by him herein. Isadore, with the advice of counsel, has of his own free will and volition, knowingly and voluntarily approved and consented to this Amendment. Borrowers and Isadore acknowledge and agree that Arnold's failure to fully and timely make all Personal Working Capital Advances set forth on Exhibit D, attached hereto, shall constitute an event of default under this Amendment and the Business Loan Documents;

(cc) Maintain the Insurance Policies in full force and effect throughout the Extended Forbearance Period; and

(dd) The Duffy Settlement Payment shall be made so as to avoid a Duffy Event of Default.

7. Consents to Judgments and Other Relief.

(a) In the event that (1) there is a default under the Residential Loan Documents; or (2) in light of the Ponds Notes being cross-defaulted under the terms and conditions of the Business Loan Documents, in the event that Borrowers default under the terms and conditions of this Amendment and/or the Loan Documents or there is a Duffy Event of Default, and such default(s) is continuing beyond any applicable cure period set forth in such document(s) (collectively, the "Default"), then in any of such events, Borrowers, and each of them, agree that the Bank is hereby entitled to immediately commence an action(s) against the Borrowers, as the case may be, in any court of competent jurisdiction having situs in Cook County, Illinois, or Lake County, Illinois (the "Proceeding" or the "Court") seeking any or all of the following relief (collectively, the "Judgments"):

- (i) without further notice, obtain the immediate entry by the Court of a final judgment in favor of the Bank against each and every one of the Borrowers, as the case may be, in the amount of the indebtedness for which each of the Borrowers are liable under the applicable Loan Documents, plus any and all accrued and unpaid interest, Costs and all fees and expenses, including without limitation, reasonable attorneys' fees and disbursements;
- (ii) the entry of a judgment of foreclosure against the Ponds Facility and/or the Residence, as the case may be (the "Foreclosure Action"), pursuant to a mortgage foreclosure action commenced against either or both of said properties, as the case may be, and in connection therewith, Borrowers shall not contest, and hereby consent to, the relief requested in any motion or application of Bank made in the Proceeding seeking the immediate appointment of a receiver for the Ponds Facility;

(iii) the entry of orders: (1) enjoining, on a temporary, preliminary and/or permanent basis, the Borrowers, and each of them, and their respective officers, directors, employees, agents, representatives, successors and assigns, as the case may be, from: (i) transferring, disposing of, or dissipating, in any fashion, the Ponds Business Collateral, Wealshire Business Collateral, Arnold Collateral, Residence or proceeds thereof; (ii) transferring, selling or destroying the books, records, account information and related documents pertaining to the assets, liabilities and operations of the Businesses; and (iii) interfering with access of the Bank to said books, records, account information and related documents of the Businesses; and/or (2) requiring Borrowers to assemble, and turnover and deliver possession to the Bank, of all of the personal property items of the Ponds Business Collateral, Wealshire Business Collateral and Arnold Collateral for the Bank to view, repossess, sell or otherwise exercise their rights and remedies under the terms and conditions of this Amendment, the Loan Documents and/or Article 9 of the Illinois Commercial Code.

(b) Borrowers, and each of them, hereby agree not to contest the entry of any or all of the Judgments in the event of the Default, and do hereby unconditionally, irrevocably and unequivocally waive and fully release the Bank from any and all Claims relating to the Proceeding to the same extent as if such Claims were the subject of a lawsuit, adjudicated to conclusion in favor of the Bank and dismissed therein with prejudice.

(c) Borrowers, and each of them, hereby agree that in the event of the Default, the Bank shall be entitled to the entry of the Judgments in the Proceeding upon the filing of an affidavit by a duly authorized representative of the Bank attesting that the Default has occurred, with a copy served upon Borrowers' counsel as set forth in paragraph 22 below, and immediately upon the filing thereof, the Court shall enter the Judgments without further notice, act or deed.

(d) Borrowers, and each of them, agree to execute and deliver to the Bank any order or other document pursuant to which they consent to the entry of such Judgment(s), as the case may be, which order or other document shall be in a form sufficient to allow the entry of such Judgment(s) without further notice or demand.

8. Relief from Automatic Stay.

(a) If a petition under any section, chapter or provision of the United States Bankruptcy Code or similar law or statute is filed by or against any of the Borrowers, then such Borrower(s) hereby acknowledges and agrees that: (i) he, she or it, as the case may be, shall not contest, and shall consent to, the relief requested in any motion or application of Bank made in any court of competent jurisdiction seeking modification or termination of any automatic stay or other injunction against the Bank, resulting from such filing to enforce its rights in the Ponds Business Collateral, Wealshire Business Collateral, Arnold Collateral, and/or the Residence

("Lift Stay Order"); (ii) he, she or it, as the case may be, waives all rights each may have under Section 362 of the Bankruptcy Code with respect to the Ponds Business Collateral, Wealshire Business Collateral, Arnold Collateral, and/or the Residence; (iii) hereby consents to the entry of the Lift Stay Order pursuant to Section 362(f) of the Bankruptcy Code; and (iv) at the sole option of the Bank, shall execute any order or other document necessary to effectuate the entry of an agreed Lift Stay Order. Borrowers further agree that if any such petition is filed against any of them by a third party, then all of the Borrowers shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied; and

(b) In connection with subparagraph (a) above, Borrowers, and each of them, acknowledge and represent to Bank, and agree that: (i) he, she or it, as the case may be, is familiar with the value of the Ponds Business Collateral, Wealshire Business Collateral, Arnold Collateral, and/or the Residence; (ii) based upon such familiarity, that in the event that from and after the date hereof, Borrowers, or any of them, default under the terms and conditions of this Amendment and/or any of the Loan Documents: (A) he, she or it, as the case may be, does not have, and does not expect to have, any equity in the Ponds Business Collateral, Wealshire Business Collateral, Arnold Collateral, and/or the Residence within the meaning of Sections 362(d)(1) and (d)(2) of the Bankruptcy Code; (B) the Ponds Business Collateral, Wealshire Business Collateral, Arnold Collateral, and/or the Residence are not, and are not expected to be, necessary to an effective reorganization of the Borrowers, or any of them, within the meaning of Section 362(d)(2) of the Bankruptcy Code; and (C) that none of the Borrowers have, nor do they expect to have, a likelihood of a successful reorganization under the Bankruptcy Code.

9. Payment of Costs. In addition to their respective obligations under the Business Loan Documents and Residential Loan Documents, Borrowers, and each of them, as the case may be, hereby agree, jointly and severally, to pay all of the Bank's reasonable attorneys' fees and consulting fees incurred and to be incurred in connection with the negotiation and documentation of this Amendment and all other documents referenced herein, and all actions of the Bank leading up hereto, and all other expenses, charges, costs and fees referred to in, necessitated by or otherwise relating to this Amendment (collectively, the "Costs"), all of which Costs shall be considered to be part of the Business Indebtedness and Residential Indebtedness.

10. Binding Effect. Upon the execution and delivery of this Amendment by all parties hereto, the terms of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors or assigns, as the case may be.

11. Governing Law. This Amendment shall be deemed to have been made in the City of Chicago, State of Illinois, and shall be governed and controlled by the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects. Borrowers hereby irrevocably agree that, subject to the Bank's respective sole and absolute election, all actions or proceedings in any way, manner or respect, arising out of or from this Amendment, the Business Loan Documents, Residential Loan Documents, or any collateral

referenced herein, shall be litigated only in courts having situs within the city of Chicago, Illinois, or Lake County Illinois in the case of a foreclosure action against the Ponds Facility, and Borrowers hereby consent and submit to the jurisdiction of any local, state or federal court located within said city and/or county. **THE BANK AND BORROWERS EACH HEREBY IRREVOCABLY AND VOLUNTARILY WAIVE, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR PROCEEDING (a) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AMENDMENT, OR, ANY AMENDMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR (b) ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS AMENDMENT OR ANY SUCH AMENDMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION, SUIT, COUNTERCLAIM OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

12. Survival of Representations and Warranties. The representations, warranties and covenants contained herein shall survive the execution and delivery hereof and shall remain in full force and effect until a claim based thereon is barred by applicable statutes of limitation.

13. Future Deliveries. Borrowers agree to take such further action and to execute such additional documents as the Bank may now or hereafter reasonably require to effectuate the terms and conditions of this Amendment.

14. Entire Agreement. This Amendment taken together with the Loan Documents constitutes the entire agreement between the parties relating to the subject matter hereof and is the final and complete expression of their intent. No prior or contemporaneous negotiations, promises, agreements, covenants, representations of any kind or nature, whether made orally or in writing, have been made by the parties, or any of them, in negotiations leading to this Amendment or relating to the subject matter hereof, which are not expressly contained herein, or which have not become merged and finally integrated herein; it being the intention of the parties hereto that in the event of any subsequent litigation, controversy, or dispute concerning the terms and provisions of this Amendment, no party shall be permitted to offer to introduce oral or extrinsic evidence concerning the terms and conditions hereof that are not included or referred to herein and not reflected in writing. This Amendment may be changed, modified or amended only by a writing executed by the parties hereto. No conditions of any kind or nature exist to the legal effectiveness hereof, which shall be in full force and effect immediately upon execution and delivery by all parties hereto.

15. No Oral Representations. Borrowers, and each of them, hereby affirm and declare that: (a) each has executed this Amendment freely and voluntarily, and without reliance upon any statement or representation of Bank or its attorneys, agents, or other representatives concerning this Amendment in any manner whatsoever other than expressly provided herein; (b) no promise

or inducement for this Amendment has been made to Borrowers, or any of them other than as expressly set forth herein; (c) each has read and fully understands this Amendment and the meaning of its provisions; and (d) each has been advised to consult with counsel before entering into this Amendment and has, in fact, consulted with their counsel regarding this Amendment prior to executing and delivering this Amendment to Bank.

16. Loan Documents Unaffected. Except as expressly set forth herein: (a) None of the Loan Documents are, or shall be deemed to be, modified or altered in any manner whatsoever, and each of the Loan Documents shall remain in full force and effect in accordance with their respective terms, including, but not limited to, notice provisions, opportunities to cure and/or grace periods, if any; and (b) nothing contained in this Amendment shall: (i) cure, waive, release or postpone any defaults now or hereafter existing under the Business Loan Documents or the Residential Loan Documents; (ii) establish a custom between any of the parties hereto; (iii) in any way waive, limit, or condition the rights of remedies of Bank under any of the Loan Documents; or (iv) cause the Bank to be or be deemed to be in control of Borrowers, or any of them, their respective operations or properties, or to be acting as a "responsible person" with respect to the operation and management of the Businesses and/or Borrowers, or any of them, or their respective properties.

17. Strict Compliance. Subject to the terms and conditions of this Amendment: (a) the failure to make any payment strictly when due under any of the Business Loan Documents or fully comply with any other provision of any of the Business Loan Documents as required under the terms and conditions of this Amendment shall constitute a default hereunder and under the Business Loan Documents, and the Bank may immediately exercise all of its rights and remedies under the Business Loan Documents, at law or in equity, without further notice; and (b) the failure to make any payment strictly when due under any of the Residential Loan Documents or fully comply with any other provision of any of the Residential Loan Documents and/or as required under the terms and conditions of this Amendment shall constitute a default hereunder and under all of the Loan Documents, and the Bank may immediately exercise all of its rights and remedies under each of the Loan Documents, at law or in equity, without further notice. Time is of the essence to this Amendment.

18. Counterparts. This Amendment may be executed in one or more counterparts all of which taken together constitute one and the same instrument.

19. Contract Review. All parties hereto agree that this Amendment has been thoroughly reviewed by counsel of their respective choice and, in the event of an ambiguity or conflict in the terms hereof, there shall be no presumption against the Bank as the drafter hereof.

20. Captions. The captions incorporated herein are for convenience only, and do not in any way limit, amplify, or affect the terms or conditions hereof.

21. Severability. If any provision of this Amendment shall be judicially determined to be unenforceable or invalid, the remainder of this Amendment shall be unaffected to the greatest extent possible.

22. Notice. Except as otherwise provided and limited in this Amendment, any Notice required to be delivered pursuant to this Amendment shall be delivered to the following:

If to any of the Borrowers:

Mr. Arnold Goldberg
c/o The Ponds of Wealshire, L.L.C.
170 Jamestown Lane
Lincolnshire, Illinois 60069

and Mr. Arnold Goldberg
Mrs. Rebecca Goldberg
8630 Keeler Avenue
Skokie, IL 60076

With a copy to:

Lawrence M. Freedman, Esq.
Ash, Anos, Freedman & Logan, LLC
77 West Washington Street, Suite 1211
Chicago, Illinois 60602
Fax (312) 346-7847

and Mr. Isadore Goldberg

If to the Bank:

Mr. Dennis M. Saletta
Ms. Susan B. Kruesi
American National Bank and
Trust Company of Chicago
120 S. LaSalle Street
6th Floor
Chicago, IL 60603
Fax (312) 661-6316

With a copy to:

Chad H. Gettleman, Esq.
Adam P. Silverman, Esq.
Adelman, Gettleman, Merens,
Berish & Carter, Ltd.
53 W. Jackson Blvd., Suite 1050
Chicago, IL 60604

Fax (312) 435-1059

Any such notice shall be deemed validly served upon actual delivery thereof or upon acknowledgment of receipt if transmitted by telecommunication device.

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

BANK:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a Bank One Company, a national banking association

By Susan B. Kruei
Its FIRST VICE PRESIDENT

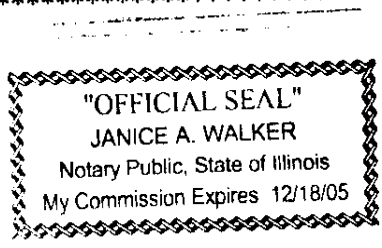
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Janice A. Walker, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Susan B. Kruei personally known to me to be the authorized representative of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument on behalf of said bank pursuant to proper authority given him as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 8 day of August ~~July~~, 2002

Janice A. Walker
Notary Public

My Commission expires: _____



UNOFFICIAL COPY

20875174

BORROWERS:

THE PONDS, LLC, a Delaware limited liability company

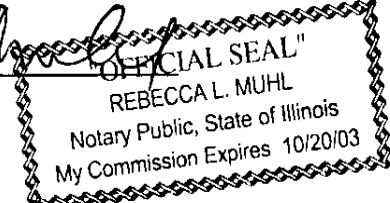
By Arnold Goldberg Arnold Goldberg, its sole manager

STATE OF ILLINOIS)) SS. COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARNOLD GOLDBERG personally known to me to be the sole manager of THE PONDS, LLC, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as sole manager of said limited liability company pursuant to authority given by the members of THE PONDS, LLC as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of August, 2002.

Rebecca L. Muhl Notary Public



My Commission expires: _____

THE PONDS OF WEALSHIRE, LLC, a Delaware limited liability company

By Arnold Goldberg Arnold Goldberg, its sole manager

STATE OF ILLINOIS)) SS. COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARNOLD GOLDBERG personally known to me to be the sole manager of THE PONDS OF WEALSHIRE, LLC, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as sole manager of said limited liability company pursuant to authority given by the members of THE PONDS OF WEALSHIRE, LLC as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of August, 2002.

Rebecca L. Muhl Notary Public



My Commission expires: _____

20875174

UNOFFICIAL COPY

LINCOLNSHIRE PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership

20875174

By: LPLP, Inc., an Illinois corporation, Its
Sole General Partner

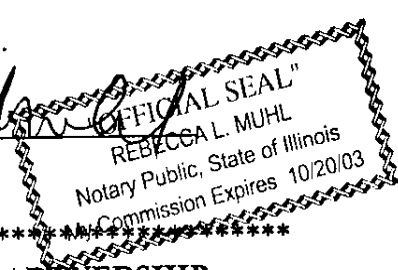
By: *Arnold Goldberg*
Arnold Goldberg, President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARNOLD GOLDBERG personally known to me to be the President of LINCOLNSHIRE PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as president of LPLP, Inc., an Illinois corporation and sole general partner of LINCOLNSHIRE PROPERTIES LIMITED PARTNERSHIP pursuant to authority given by the Board of Directors of LPLP, Inc. as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 14 day of ^{August} July, 2002.

Rebecca L. Muhl
Notary Public



My Commission expires: _____

WEALSHIRE LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Wealshire, Inc., an Illinois corporation, Its
Sole General Partner


By: *Arnold Goldberg*
Arnold Goldberg, President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARNOLD GOLDBERG personally known to me to be the President of WEALSHIRE LIMITED PARTNERSHIP, an Illinois limited partnership, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as president of WEALSHIRE, Inc., an Illinois corporation and sole general partner of WEALSHIRE LIMITED PARTNERSHIP pursuant to authority given by the Board of Directors of WEALSHIRE, Inc. as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 14 day of ^{August} July, 2002.

Rebecca L. Muhl
Notary Public



My Commission expires: _____

UNOFFICIAL COPY

ARNOLD GOLDBERG REVOCABLE TRUST
UNDER FIRST AMENDMENT AND
RESTATEMENT OF TRUST DATED JANUARY
10, 2000

20875174

By: Arnold Goldberg
Arnold Goldberg, Sole Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Rebecca L Muhl, a notary public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that ARNOLD GOLDBERG personally known to me to be the sole trustee
of ARNOLD GOLDBERG REVOCABLE TRUST UNDER FIRST AMENDMENT AND
RESTATEMENT OF TRUST DATED JANUARY 10, 2000, appeared before me this day in person
and acknowledged that he signed, sealed and delivered the said instrument as sole trustee of the
foregoing trust as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27th day of ~~July~~^{August}, 2002.

Rebecca L. Muhl
Notary Public



My Commission expires: _____

REBECCA GOLDBERG REVOCABLE TRUST
UNDER FIRST AMENDMENT AND
RESTATEMENT OF TRUST DATED JANUARY
10, 2000

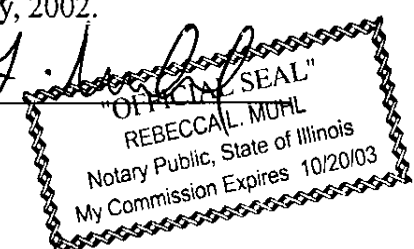
By: Rebecca Goldberg
Rebecca Goldberg, Sole Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that REBECCA GOLDBERG personally known to me to be the sole trustee
of REBECCA GOLDBERG REVOCABLE TRUST UNDER FIRST AMENDMENT AND
RESTATEMENT OF TRUST DATED JANUARY 10, 2000, appeared before me this day in person
and acknowledged that she signed, sealed and delivered the said instrument as sole trustee of the
foregoing trust as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27th day of ~~July~~^{August}, 2002.

Rebecca L. Muhl
Notary Public



My Commission expires: _____

UNOFFICIAL COPY

ARNOLD GOLDBERG CHILDREN'S TRUST UNDER TRUST AGREEMENT DATED JANUARY 10, 2000

By: [Signature]
Shale Lapping, Co-Trustee

By: [Signature]
Larry Freedman, Co-Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SHALE LAPPING and LARRY FREEDMAN personally known to me to be the sole co-trustees of ARNOLD GOLDBERG CHILDREN'S TRUST UNDER FIRST TRUST AGREEMENT DATED JANUARY 10, 2000, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as co-trustees, exclusively, of the foregoing trust as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21 day of ^{August} July, 2002.

[Signature]
Notary Public



My Commission expires: _____

ARNOLD GOLDBERG, individually

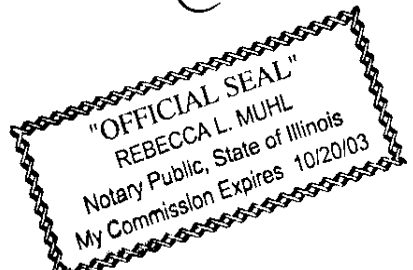
[Signature]

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARNOLD GOLDBERG 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, sealed and delivered the said instrument in his individual capacity as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21 day of ^{August} July, 2002.

[Signature]
Notary Public



My Commission expires: _____

Rebecca Goldberg 20875174

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that REBECCA GOLDBERG 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, sealed and delivered the said instrument in her individual capacity as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of August, 2002.

Rebecca L. Muhl
Notary Public



My Commission expires: _____

LPLP, INC.,
an Illinois corporation

By: Arnold Goldberg
Arnold Goldberg, President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARNOLD GOLDBERG personally known to me to be the President of LPLP, INC., an Illinois corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as president of LPLP pursuant to authority given by the Board of Directors of LPLP as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of August, 2002.

Rebecca L. Muhl
Notary Public



My Commission expires: _____

UNOFFICIAL COPY 20875174

WEALSHIRE, INC.,
an Illinois corporation

By: Arnold Goldberg
Arnold Goldberg, President

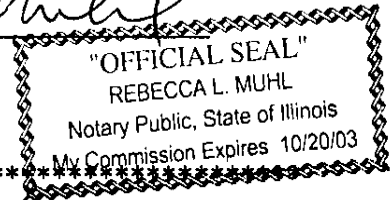
STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that ARNOLD GOLDBERG personally known to me to be the President of
WEALSHIRE, INC., an Illinois corporation, appeared before me this day in person and
acknowledged that he signed, sealed and delivered the said instrument as president of WInc pursuant
to authority given by the Board of Directors of WInc as his free and voluntary act, for the uses and
purposes therein set forth.

GIVEN under my hand and official seal, this 14th day of August, 2002.

Rebecca L. Muhl
Notary Public

My Commission expires: _____



AGREED AND CONSENTED TO ONLY AS TO RECITALS (I) THROUGH (L); AND
PARAGRAPHS 1; 2(f); AND 6(bb) THIS ___ DAY OF JULY, 2002:

ISADORE GOLDBERG, individually
Isadore Goldberg

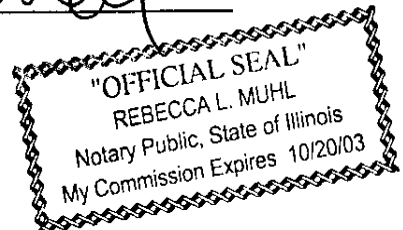
STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Rebecca L. Muhl, a notary public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that ISADORE GOLDBERG 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, sealed and delivered the said instrument in his individual capacity as his
free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 14th day of August, 2002.

Rebecca L. Muhl
Notary Public

My Commission expires: _____



UNOFFICIAL COPY 20875174

LOT 10 AND NORTH ½ OF LOT 9 AND LOT 11 (EXCEPT THE NORTH 61.77 FEET) IN EVANSTON GOLF CLUB SUBDIVISION OF THE EAST 250 FEET OF THE NORTH 1952.9 FEET OF THE WEST ½ OF THE NORTHEAST ¼ (EXCEPT THE SOUTH 200.9 FEET OF THE NORTH 852.9 FEET THEREOF) ALSO OF THE NORTH 230 FEET OF THE EAST 1280 FEET OF SAID WEST ½ OF THE NORTHEAST ¼ (EXCEPT THE EAST 280 FEET THEREOF) OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property of its address is commonly known as 8630 Keeler Avenue, Skokie, IL 60076.
The Real Property tax identification number is 10-22-200-034.

Property of Cook County Clerk's Office

EXHIBIT A

UNOFFICIAL COPY

20875174

Legal Description

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 15; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15, 874.29 FEET, TO A POINT ON THE WEST LINE OF THE EAST 874.28 FEET OF SAID NORTHEAST 1/4 OF SECTION 15 BEING THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, CONTINUING ALONG THE LAST DESCRIBED LINE, 327.99 FEET; THENCE NORTH 00 DEGREES 50 MINUTES 21 SECONDS WEST, ALONG AN AGREED BOUNDARY LINE RECORDED ON FEBRUARY 16, 1990 AS DOCUMENT NO. 2878871, 37.20 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 58 SECONDS WEST, CONTINUING ALONG SAID AGREED BOUNDARY LINE, 55.69 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 37 SECONDS WEST, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15, 287.45 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 57 SECONDS EAST, ALONG A LINE 121.00 FEET SOUTH OF AND PARALLEL WITH AN AGREED BOUNDARY LINE RECORDED DECEMBER 1, 1993 AS DOCUMENT NO. 3444685, 37.40 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 37 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15, 121.00 FEET, TO A POINT ON SAID AGREED BOUNDARY LINE RECORDED DECEMBER 1, 1993, AS DOCUMENT NO. 3444685; THENCE SOUTH 89 DEGREES 53 MINUTES 57 SECONDS EAST, ALONG SAID AGREED BOUNDARY LINE RECORDED DECEMBER 1, 1993 AS DOCUMENT NO. 3444685, 346.61 FEET, TO A POINT ON SAID WEST LINE OF THE EAST 874.28 FEET OF SAID NORTHEAST 1/4 OF SECTION 15; THENCE SOUTH 00 DEGREES 20 MINUTES 37 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 874.28 FEET, 444.37 FEET, TO THE POINT OF BEGINNING; IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY DATED NOVEMBER 24, 1993 AND RECORDED DECEMBER 10, 1993 AS DOCUMENT 3450429 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 31, 1993 AND KNOWN AS TRUST NUMBER 1099850, AND DEERFIELD STATE BANK,

EXHIBIT B - 4

UNOFFICIAL COPY

AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 1988 AND KNOWN AS TRUST NUMBER 576.

PARCEL 3:

EASEMENT FOR STORM WATER DETENTION AND/OR RETENTION FOR THE BENEFIT OF PARCEL 1 OVER THE WEST 374.28 FEET OF THE EAST 874.28 FEET OF THE SOUTH 452.20 FEET OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS GRANTED IN AGREEMENT MADE BY DEERFIELD STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 1988 AND KNOWN AS TRUST NUMBER 576 DATED NOVEMBER 24, 1993 AND RECORDED DECEMBER 10, 1993 AS DOCUMENT 3450428, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR SUBTERRANEAN INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 MADE BY AND BETWEEN THE PONDS, L.L.C., AND LINCOLNSHIRE PROPERTIES LIMITED PARTNERSHIP DATED MAY 13, 1999 AND RECORDED AUGUST 31, 1999 AS DOCUMENT 4412479, IN LAKE COUNTY, ILLINOIS.

Common Address: 170 Jamestown Lane
Lincolnshire, Illinois 60069

Permanent Index Number: 15-15-200-063

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2087517A

PARCEL 1: THAT PART OF THE SOUTH 452.20 FEET OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTERLINE OF MILWAUKEE AVENUE, EXCEPT THAT PART LYING SOUTH OF AN AGREED BOUNDARY LINE RECORDED ON FEBRUARY 16, 1989 AS DOCUMENT 2878871, AND EXCEPT THAT PART THEREOF CONDEMNED FOR HIGHWAY PURPOSES BY PROCEEDINGS HAD IN THE COUNTY COURT OF LAKE COUNTY, ILLINOIS UNDER GENERAL NO. 18806, AND DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15 WITH THE CENTERLINE OF MILWAUKEE ROAD (STATE BOND ISSUE ROUTE 21); THENCE NORTHERLY ALONG THE CENTERLINE OF SAID MILWAUKEE ROAD FOR A DISTANCE OF 451.84 FEET TO A POINT IN THE NORTH LINE (EXTENDED) OF THE R. AND J. GLEASON PROPERTY; THENCE EAST ALONG SAID NORTH PROPERTY LINE WHICH FORMS AN ANGLE OF 86 DEGREES 53 MINUTES 00 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 50.17 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID MILWAUKEE ROAD FOR A DISTANCE OF 451.34 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE WEST ALONG SAID SOUTH QUARTER SECTION LINE FOR A DISTANCE OF 50.17 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, (EXCEPT THE EAST 874.28 FEET THEREOF) AND ALSO, EXCEPT THAT PART THEREOF LYING NORTH OF THE 'AGREED BOUNDARY LINE "C"' AS SAME IS DEFINED IN EXHIBIT "C" ATTACHED TO INSTRUMENT DATED NOVEMBER __, 1993 AND RECORDED DECEMBER 1, 1993 AS DOCUMENT 3444685, AND ALSO EXCEPTING THAT PART OF THE NORTHEAST 1/4 OF SECTION 15, AFORESAID DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 15; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15, 874.29 FEET, TO A POINT ON THE WEST LINE OF THE EAST 874.28 FEET OF SAID NORTHEAST 1/4 OF SECTION 15 AND POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, CONTINUING ALONG THE LAST DESCRIBED LINE, 327.99 FEET; THENCE NORTH 00 DEGREES 50 MINUTES 21 SECONDS WEST, ALONG AN AGREED BOUNDARY LINE RECORDED ON FEBRUARY 16, 1990 AS DOCUMENT 2878871, 37.20 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 58 SECONDS WEST, CONTINUING ALONG SAID AGREED BOUNDARY LINE, 55.69 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 37 SECONDS WEST, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15, 287.45 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 57 SECONDS EAST, ALONG A LINE 121.00 FEET SOUTH OF AND PARALLEL WITH AN AGREED BOUNDARY LINE RECORDED DECEMBER 1, 1993 AS DOCUMENT 3444685, 37.40 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 37 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15, 121.00 FEET, TO A POINT ON SAID AGREED BOUNDARY LINE RECORDED DECEMBER 1, 1993 AS DOCUMENT 3444685; THENCE SOUTH 89 DEGREES 53 MINUTES 57 SECONDS EAST, ALONG SAID AGREED BOUNDARY LINE RECORDED DECEMBER 1, 1993 AS DOCUMENT 3444685, 346.61 FEET, TO A POINT ON SAID WEST LINE OF THE EAST 874.28 FEET OF SAID NORTHEAST 1/4 OF SECTION 15; THENCE SOUTH 00 DEGREES 20 MINUTES 37 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 874.28 FEET, 444.37 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS

EXHIBIT C

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20875174

Property

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN RECIPROCAL GRANT OF EASEMENT FOR INGRESS AND EGRESS DATED NOVEMBER 24, 1993 AND RECORDED DECEMBER 10, 1993 AS DOCUMENT 3450429 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 31, 1993 AND KNOWN AS TRUST NUMBER 1099850 AND DEERFIELD STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 1988 AND KNOWN AS TRUST NUMBER 576 AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR STORM WATER DETENTION AND/OR RETENTION DATED NOVEMBER 24, 1993 AND RECORDED DECEMBER 10, 1993 AS DOCUMENT 3450428 MADE BY DEERFIELD STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 1988 AND KNOWN AS TRUST NUMBER 576.

PARCEL 4: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THAT PART OF THE SOUTH 452.20 FEET OF THE NORTHEAST 1/4 OF SECTION 15 LYING EAST OF AND ADJOINING THE LAND AND WEST OF THE EAST 874.28 FEET OF THE SOUTH 452.20 FEET OF SAID SECTION 15 FOR ACCESS TO AND FROM THE STORMWATER DETENTION AND/OR RETENTION EASEMENT (PARCEL 3 HEREIN) AS RESERVED IN THE TRUSTEE'S DEED FROM FIRST COLONIAL TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1-5196, TO FIRST COLONIAL TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1-5279, DATED OCTOBER 6, 1994 AND RECORDED OCTOBER 12, 1994 AS DOCUMENT 3602366

Common Address: 150 Jamestown Lane, Lincolnshire, IL 60069

UNOFFICIAL COPY

20875174

Mr. Dennis Saletta
Ms. Susan Kruesl
American National Bank
120 S. LaSalle ,6th Floor
Chicago, Illinois 60603

Fax No. 312-661-6316

Dear Dennis & Sue:

Per our cash flow projection, I agree to provide the cash necessary to fund operations as follows:

No later than July 26\$ 30,000

No later than August 16 90,000

No later than August 30100,000

Total \$270,000

I hope this meets with your approval.

Cordially,


Arnie Goldberg

EXHIBIT D