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Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 05/06/2003 08:17 AM Pa: 1 of 10

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Above space for Recorder's use

THIS INSTRUMENT PREPARED BY:) John T. Huntington
) Holland & Knight LLC
) 210 West 22nd Street, #101
MAIL THIS INSTRUMENT TO:) Oak Brook, Illinois 60523

LOAN MODIFICATION AGREEMENT

Dated as of November 26, 2002

THIS LOAN MODIFICATION AGREEMENT (this "Agreement") is made and dated to be effective this 26th day of November, 2002, by and between

ATLAS LLC, a limited liability company duly organized and existing under the laws of the State of Illinois, having an address at 4633 S. Lawndale Avenue, Lyons, Illinois 60534

(herein, whether one or more, and if more than one jointly and severally, for convenience referred to as the "Borrower"), and the

THE NORTHERN TRUST COMPANY, an Illinois banking corporation, having an address at One Oakbrook Terrace, Oakbrook Terrace, Illinois 60181

(herein, together with its successors and assigns, including each and every holder from time to time of the Note hereinafter defined, called the "Lender").

WITNESSETH:

WHEREAS, the Lender is the holder of Note(s), made by Borrower, secured by, among other collateral, the Mortgage hereinafter described, conveying to Lender certain real estate (hereinafter referred to as the

BOX 333-CT

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"mortgaged premises"), and the rents and issues thereof, located in Cook County, Illinois described as follows:

The West 33 feet of Lot 38 in H. O. Stone and Company's Addition to Riverside Acres, being a subdivision of the South East 1/4 of the South East 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax No.: 18-02-422-002-0000

Commonly known as: 8139 46th Street
Lyons, Illinois 60534

WHEREAS, the Borrower is the holder of the title to the real estate hereinabove and in said Mortgage described; and

WHEREAS, the Lender and Borrower wish to modify the terms of the Note(s), Mortgage, and other documents given to evidence and/or secure the indebtedness hereinafter described;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, it is hereby agreed by and between the Lender and the Borrower as follows:

1. Loan Modification. The parties hereby agree to modify the terms of payment of the indebtedness in the original face amount of ONE HUNDRED TEN THOUSAND NINE HUNDRED AND NO/100S DOLLARS (\$110,900.00) evidenced by the Promissory Note(s) and Security Agreement(s) (the "Note(s)") of Borrower dated as of February 1, 2000, and secured by a Mortgage (including Security Agreement, Assignment of Rents and Leases, and Fixture Filing) (the "Mortgage") (among other documents and collateral), dated evenly with the Note(s), and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 21, 2000, as Document No. 00197323.

2. Current Loan Balance. The amount remaining unpaid on the indebtedness evidenced by the Note(s) and secured by the Mortgage and the Assignment of Rents (among other documents and collateral) is in amount of ONE HUNDRED FOUR THOUSAND SEVEN HUNDRED SIXTY-ONE AND 79/100S DOLLARS (\$104,761.79).

3. Modified Interest Rate. Borrower promises to pay to the order of Lender said remaining indebtedness of ONE HUNDRED FOUR THOUSAND SEVEN HUNDRED SIXTY-ONE AND 79/100S DOLLARS (\$104,761.79),

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together with interest from December 1, 2002, on the balance of principal remaining from time to time unpaid at the following rates per annum, computed daily on the basis of a 360 day year for each day all or any part thereof shall remain unpaid:

- (a) The balance of principal remaining from time to time unpaid hereunder prior to default or maturity shall bear interest at the rate (hereinafter sometimes called the "Regular Rate") of EIGHT AND 19/100S PER CENT (8.19%) per annum.
- (b) In the event there shall occur (i) any default hereunder or any default of Event of Default under the terms of any instrument given to evidence or secure the payment of the original indebtedness, as herein modified, or (ii) maturity of the indebtedness, whether by lapse of time, acceleration, declaration or otherwise, then in any such event, the entire principal balance outstanding shall thereafter bear interest at an annual rate (hereinafter sometimes called the "Default Rate") equal to THREE PER CENT (3.00%) in excess of the Regular Rate.

4. Modified Payment Schedule. Principal and interest at the Regular Rate upon the indebtedness shall be paid in monthly installments as follows:

- (a) Commencing on the first (1st) day of January, 2003, and continuing on the first (1st) day of each consecutive month thereafter, to and including the first (1st) day of January, 2007, there shall be paid monthly installments (including interest, and the balance of such payment in principal) in the amount of NINE HUNDRED FORTY-EIGHT AND 19/100S DOLLARS (\$948.19);
- (b) On February 1, 2007, the entire principal balance of the indebtedness remaining outstanding, together with the balance of accrued but theretofore unpaid interest at the above rates, shall be due and payable.

THIS IS A BALLOON OBLIGATION AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS OBLIGATION WILL REMAIN UNPAID BY THE MONTHLY PAYMENTS ABOVE SPECIFIED.

BORROWER AND ANY CO-MAKER, GUARANTOR OR SURETY UNDERSTAND AND AGREE THAT THE OBLIGATION IS PAYABLE IN FULL ON THE MATURITY DATE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER AND ANY CO-MAKER, GUARANTOR OR SURETY WILL BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THEY MAY OWN, OR THEY WILL HAVE TO FIND A

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LENDER WILLING TO LEND THEM THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER OR LOWER THAN THE INTEREST RATE ON THIS OBLIGATION. IF THE OBLIGATION IS REFINANCED AT MATURITY, THE BORROWER AND ANY CO-MAKER, GUARANTOR OR SURETY MAY HAVE TO PAY SOME OR ALL CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THEY OBTAIN FINANCING FROM THE SAME LENDER.

5. Prepayment Premium. All amounts owed by Borrower to Lender under the Note and Mortgage, as the same are herein modified, may, at Borrower's election, be prepaid, in whole or in part, from insurance proceeds or condemnation awards as provided in the Mortgage, or from the proceeds of the bona fide sale of the mortgaged premises to an unrelated third party (a "sale"), without penalty or premium, at any time and from time to time prior to maturity. All amounts owed by Borrower to Lender under the Note and Mortgage, as the same are herein modified, may, at Borrower's election, be prepaid from a refinancing of the Borrower's indebtedness by another financial institution or from any source other than the proceeds of insurance, condemnation or a sale of the mortgaged premises, upon thirty (30) days prior written notice to Lender, and upon payment to Lender of a premium equal to all losses (including but limited to interest rate margin and any other losses of anticipated profits) and expenses incurred by reason of the liquidation or re-employment of deposits acquired by Lender to maintain principal indebtedness hereof outstanding at the Regular Rate. Upon Lender's demand in writing specifying such losses and expenses, Borrower shall promptly pay them. Lender's specification shall be deemed correct in the absence of manifest error. Indebtedness bearing interest at the Regular Rate shall be conclusively deemed to have been funded by or on behalf of Lender by the purchase of a deposit corresponding in amount and in maturity to the indebtedness evidenced hereby.

6. Payments. Borrower agrees to pay both principal and interest in the coin or currency provided for in the Mortgage, to the Lender at One Oakbrook Terrace, Oakbrook Terrace, Illinois 60181, or to such other place as the Holder of the Note(s) secured by the Mortgage may, from time to time, appoint.

7. Ratification of Loan Documents. This Agreement is supplementary to said Mortgage, Assignment of Rents, and other instruments granting collateral supplementary thereto, and the Note(s) secured thereby, all as heretofore modified (collectively, the "Loan Documents"). All of the provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein, shall remain in full force and effect except as herein expressly modified. The Borrower agrees to perform all the covenants

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of the Borrower in said Loan Documents. The provisions of this Agreement shall inure to the benefit of any Holder of said Note(s) and shall bind the successors, heirs, personal representatives and assigns of the Borrower.

8. Additional Loans Secured. The Mortgage, Assignment of Rents and other collateral given to secure payment of the Note(s), as hereby amended, shall also secure additional loans hereafter made by the then holder of the note thereby secured to the then owner of the real estate described herein, provided that no such additional loan shall be made if the making thereof would cause the total principal indebtedness thereby secured to exceed the amount of the original principal indebtedness stated in the Mortgage. Each such additional loan shall be evidenced by a note or other evidence of indebtedness identifying such additional loan as part of the indebtedness thereby secured, and shall mature not later than the then maturity date of the original indebtedness thereby secured, as the same may be extended from time to time. Nothing herein contained shall imply any obligation on the part of any holder of said Note to make any such additional loan.

9. Further Renewals, Extensions or Modifications. The Mortgage and Assignment of Rents and other collateral given to secure payment of the Note(s), as hereby amended, shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness thereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms or the rate of interest shall not impair in any manner the validity of or priority of the Mortgage, nor release the Borrower or any Co-maker, Surety or Guarantor of the indebtedness thereby secured from personal liability, if assumed, for the indebtedness thereby secured.

10. Co-Makers/Guarantors. The undersigned Co-Makers and/or Guarantors covenant and agree that their obligations under said Mortgage, Assignment of Rents and other instruments granting collateral supplementary thereto, and the Note(s) secured thereby, are in no way lessened or discharged by this Agreement, and agree to be bound by the terms of such instruments, as heretofore and hereby amended, to the same extent as if they had executed such Note(s) and other instruments on the date hereof.

11. Waiver and Release of Claims/Disclaimer of Reliance. Borrower represents to Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or

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modifications thereof or any action taken or not taken by the Lender with respect thereto. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liability, rights, claims, losses, expenses, or causes of action, known or unknown, arising in conjunction therewith. Borrower also waives, releases and forever discharges the Released parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action another bar to the enforcement of this Agreement or the Loan Documents. Borrower expressly disclaims any reliance on any oral representation made by the Lender with respect to the subject matter of this Agreement.

12. Conditions. The agreements to be made by the Lender hereunder shall be conditioned upon the upon the occurrence of the following events:

- (a) This Agreement shall have been fully executed and delivered by the Borrower and each and every Co-Maker, Guarantor and/or Surety that has an obligation with respect to the indebtedness (as herein increased), interest thereon and such other costs and obligations of Borrower provided for in the Note(s), Mortgage or any other instrument given to secure payment of such indebtedness;
- (b) This Agreement shall, at Borrower's expense, be recorded in the Office of the Recorder of Deeds of Cook County, Illinois;
- (c) Lender shall have received, at the Borrower's expense, a title insurance commitment to insure the increased amount of coverage and the continued validity of the Mortgage, as herein modified, by the issuance of an endorsement to the policy of title insurance previously obtained to insure the validity the lien of the Mortgage in the amount of the increased remaining indebtedness.


13. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, which shall collectively and separately, constitute one agreement.

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IN TESTIMONY WHEREOF, the parties hereto have signed this Agreement and have caused it to be dated the day and year first above written.

BORROWER:

ATLAS LLC, an Illinois
Limited liability company


By: 
Its: Manager

LENDER:

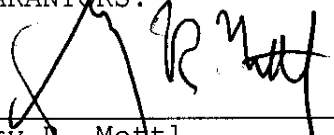
THE NORTHERN TRUST COMPANY,
an Illinois banking
corporation

By: 
Its: VICE PRESIDENT

ATTEST:

By: 
Its: Notary Public
(SEAL)

GUARANTORS:


Gary R. Mottl


Daniel J. Mottl

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STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)



I, Bernadette Halina Dudley, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DANIEL J. MOTTL, personally known to me to be the Manager of ATLAS LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the said Agreement as such Manager of the company, pursuant to authority given by the members of the company, as his free and voluntary act and as the free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 4th day of December 2002.

My commission expires: 1/5/05

Bernadette Halina Dudley
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)



I, Bernadette Halina Dudley, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DEREK COMMONS, personally known to me to be the VICE PRESIDENT of THE NORTHERN TRUST COMPANY (formerly known as the Northern Trust Bank/DuPage), an Illinois corporation, and JOHN J. COYNE, personally known to me to be the VICE PRESIDENT of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said Agreement as such officers of the corporation and caused the corporate seal of the corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the corporation, as their free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

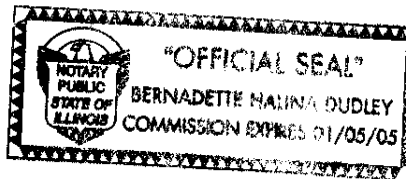
GIVEN under my hand and official seal this 4th day of December, 2002.

My commission expires:
1/5/05

Bernadette Halina Dudley
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)



I, Bernadette Halina Dudley, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DANIEL J. MOTTI and GARY R. MOTTI, personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said Agreement as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 4th day of December, 2002.

My commission expires:

1/5/05

Bernadette Halina Dudley
Notary Public

CLERK'S OFFICE OF COOK COUNTY