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This instrument prepared by
and please return to:
Jennifer L. Worstell, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



Doc#: 0334439006
Eugene "Gene" Moore Fee: \$42.50
Cook County Recorder of Deeds
Date: 12/10/2003 09:29 AM Pg: 1 of 10

7 of 7
COMMONLY KNOWN AS: 3301 West Cuyler, Chicago, Illinois
P.I.N.: 13-14-429-316-0000

SECOND LOAN MODIFICATION AGREEMENT

17CS-449407
REC
This instrument is a Second Loan Modification Agreement ("Second Modification") among Builders Capital, LLC, an Illinois limited liability company ("Lender"), 3301 West Cuyler, L.L.C., an Illinois limited liability company ("Borrower"), Venter & Associates, Inc., an Illinois corporation, and Ilie Venter (collectively "Guarantors").

RECITALS:

A. Borrower holds fee simple title to certain real estate ("Real Estate") commonly known as 3301 West Cuyler, Chicago, Illinois, which is legally described on Exhibit A attached hereto. Guarantors are affiliated with Borrower.

B. On September 11, 2003, Borrower, Guarantors and Lender entered into a Construction Loan Agreement ("Loan Agreement"), pursuant to which Borrower executed and delivered to Lender a Promissory Note in the amount of \$460,000 ("Note") which evidenced a loan in the amount of \$460,000 ("Loan"). Borrower is rehabilitating a nineteen (19) unit apartment building into nineteen (19) condominium units (collectively the "Project"). To secure the Note,

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Borrower and Guarantors executed and delivered to Lender the following documents ("Security Documents"):

1. a Junior Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage") covering the Real Estate which Mortgage was recorded with the Cook County Recorder of Deeds on _____ as Document No. _____;

2. an Environmental, ADA and ERISA Indemnification Agreement executed by Borrower and Guarantors;

3. a UCC Financing Statement executed by Borrower;

4. a Guaranty of Payment and Performance of Ilie Venter and Venter and Associates, Inc. ("Guaranty"); and

5. other documents of a security, collateral and evidentiary nature.

C. On _____, 2003, Borrower, Guarantors and Lender agreed to correct certain provisions of the Note and the Loan Agreement. Concurrently therewith, Borrower, Guarantors and Lender executed a Loan Modification Agreement ("Modification") which was recorded with the Cook County Recorder of Deeds on _____, 2003 as Document No. _____.

D. Ilie Venter has organized an Illinois limited liability company known as 4201 Lawndale, LLC, which intends to acquire fee simple title to the real estate commonly known as 4201-03 N. Lawndale, Chicago, Illinois ("Lawndale Parcel"), and has requested Lender to loan to 4201 Lawndale, LLC the amount of \$270,000 (the "Lawndale Loan"), which will be evidenced by a Promissory Note in the amount of \$270,000 ("Lawndale Note") and secured by a Junior Real Estate Mortgage, Assignment of Rents, Security Document and UCC Fixture Filing ("Lawndale

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Mortgage”) on the Lawndale Parcel. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. The Mortgage is hereby modified and amended by increasing the amount of indebtedness secured thereby in the amount of the Lawndale Loan, which is evidenced by the Lawndale Note, a copy of which is attached hereto as Exhibit B. The Security Documents and Modification are hereby modified and amended to secure the Lawndale Note and all references to the “Note” in the Security Documents are modified and amended to refer to the Note as revised by the Modification and the Lawndale Note attached hereto.

2. This Second Modification shall be effective upon Lender's receipt of this Second Modification executed by the parties hereto and upon the satisfaction of the requirements of Section 4 herein.

3. Upon receipt of this Second Modification, Lender will cause this Second Modification to be placed of record and concurrently therewith may order a date down endorsement to its loan title insurance policy from Title Insurer (as defined in the Loan Agreement) covering said recordations, insuring the Security Documents as modified by this Second Modification, and increasing the amount of loan title insurance on the Real Estate by \$270,000. When the endorsements have been issued and reflect that Borrower is the holder and owner of fee simple title to the Real Estate and that Lender holds the lien of the Mortgage as modified by this Second Modification as a first lien on the Real Estate, then this Second Modification shall become effective.

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4. This Second Modification shall constitute an amendment of the Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note as revised by the Modification ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage or the Security Documents, or the covenants, conditions and agreements therein contained or contained in the Note as revised by the Modification.

5. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

6. Borrower and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

7. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Second Modification including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

8. Guarantors hereby affirm their obligations under the Guaranty and agree that the Guaranty is amended and extended to cover and guaranty the Lawndale Note as attached hereto. All references in the Guaranty to the Note shall mean the Note as revised by the Modification and the Lawndale Note. Guarantors hereby expressly acknowledge and confirm that by executing this Second Modification, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of

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Guarantors and without such action releasing, modifying, or affecting the obligations of Guarantors or affecting the security heretofore granted to Lender.

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification on

6/19, 2003.

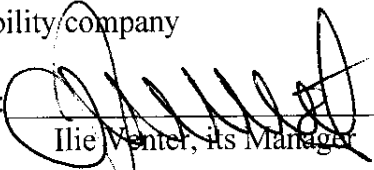
LENDER:

Builders Capital, LLC, an Illinois limited liability company

By: _____
Its _____

BORROWER:

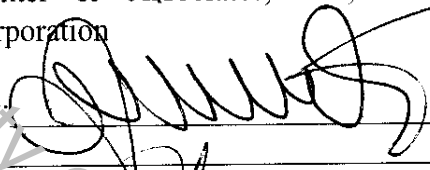
3301 West Cuyler, L.L.C., an Illinois limited liability company


By: 
Ilie Venter, its Manager

GUARANTORS:


Ilie Venter

Venter & Associates, Inc., an Illinois corporation

By: 
Its _____

Attest: 
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Denis J. Daly, Jr., Managing Member of Builders Capital, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2003.

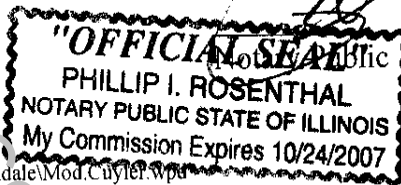
Notary Public

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STATE OF ILLINOIS))
)) SS
COUNTY OF COOK))

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Ilie Venter, individually and as President of Venter & Associates, Inc., an Illinois corporation, and as Manager of 3301 West Cuyler, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 11-11-03, 2003.



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 23 AND 24 IN BLOCK 8 OF CONDON'S SUBDIVISION OF THE WEST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3301 West Cuyler, Chicago, IL
P.L.N.: 13-14-429-316-0000

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PROMISSORY NOTE

\$270,000.00

_____, 2003

FOR VALUE RECEIVED the undersigned, 4201 Lawndale LLC, an Illinois limited liability company ("Borrower"), promises to pay to the order of Builders Capital, LLC, an Illinois limited liability company (said lender and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of Two Hundred Seventy Thousand and no/100 (\$270,000.00) Dollars, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

(a) Interest shall accrue on the outstanding principal balance of this Note at the rate of thirty (30.0%) percent per annum but in no event less than \$75,000 for the term of this Note.

(b) On the earlier of June 1, 2005, the principal balance together with all accrued interest and all other amounts due hereunder shall be paid. After June 1, 2005, interest shall accrue on the outstanding principal balance of this Note at the rate of thirty (30.0%) percent per annum.

This Note is secured by a Junior Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage"), and a Loan Agreement ("Loan Agreement") among other documents (collectively "Security Documents"), executed and delivered concurrently herewith.

In addition to the payments set forth in subparagraphs (a) and (b) hereof, on or before June 1, 2005, Borrower hereby agrees to pay to Lender the greater of: (1) one-half of Borrower's "net profit," which is defined as gross sales of Units (as defined in the Loan Agreement), minus total expenses, taxes, interest, and other expenses of the Project; or (2) such amount as required to provide Lender with interest at a rate of thirty (30%) percent per annum on funds loaned to Borrower for the Project; or (3) the amount of \$400,000.

Interest shall be calculated on the basis of a calendar year having three hundred sixty (360) days and shall be paid for the actual days outstanding.

This Note may be prepaid, without premium or penalty, in whole or in part, and all accrued interest hereon, but not less than \$75,000, shall be payable and shall be paid on the date of prepayment.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of Builders Capital, LLC, 210 Quail Ridge Drive, Westmont, Illinois 60559.

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Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a late charge ("Late Charge") of five (5.0%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for five (5) days in the payment of any monies when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgage, Loan Agreement or other Security Documents.

Under the provisions of the Mortgage and Loan Agreement, the unpaid balance hereunder may, at the option of Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage and Loan Agreement are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

The principal hereof, including each installment of principal, shall bear interest after the occurrence of an event of default not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") determined by adding ten (10.0%) percentage points to the interest rate then required to be paid, as above provided, on the principal balance.

Borrower waives notice of default, presentment, notice of dishonor, protest and notice of protest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promise to pay all costs incurred by Holder in connection therewith including, but not limited to, court costs, litigation expenses and attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, second to interest and Late Charges and the balance to principal.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrower, escrowees or otherwise for the benefit of Borrower shall, for all purposes, be deemed outstanding hereunder and received by Borrower as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such escrowees to Borrower.

Borrower knowingly, voluntarily and intentionally waives irrevocably the right it may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in

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connection with this Note, the Mortgage, the Loan Agreement, or any of the other obligations, or the collateral secured by the Security Documents, or any agreement, executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Holder and Borrower are adverse parties. This provision is a material inducement for Holder in granting any financial accommodation to Borrower.

Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower at its address as specified in the records of Holder. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

Borrower agrees not to institute any legal action or proceeding against Holder or the directors, officers, employees, agents or property thereof, in any court other than the one hereinabove specified. Nothing in this Section shall affect the right of Holder to serve legal process in any other manner permitted by law or affect the right of Holder to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions.

Time is of the essence of this Note and each provision hereof.

4201 Lawndale LLC, an Illinois limited liability company

By: _____
Ilie Venter, its Manager

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