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Eugene "Gene" Moore Fee: \$46.50
Cook County Recorder of Deeds
Date: 04/26/2004 03:54 PM Pg: 1 of 12

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SECOND LOAN MODIFICATION AGREEMENT

This Second Loan Modification Agreement ("Second Modification") is entered into by and between The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), Forsyth Building, L.L.C., an Illinois limited liability company ("Borrower") and Frank Pellegrini, Mary B. Pellegrini, Linda Scannicchio and Louis B. Scannicchio (collectively "Guarantors").

R E C I T A L S

A. Borrower holds fee simple title to certain real estate ("Real Estate") commonly known as 1011 W. Lake Street, Oak Park, Illinois, which is legally described on Exhibit A attached hereto. Guarantors are all the members of Borrower.

B. On July 24, 1996, Borrower executed and delivered to Lender a Promissory Note in the original principal amount of One Million Two Hundred Thousand and No/100ths Dollars (\$1,200,000.00) ("Note") which evidenced a loan in the original principal amount of One Million Two Hundred Thousand and No/100ths Dollars (\$1,200,000.00) ("Loan"). To secure the Note, Borrower and Guarantors executed and delivered to Lender the following documents ("Security Documents"):

1. A Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage") covering the Real Estate dated July 24, 1996 and recorded with the Recorder of Deeds of Cook County, Illinois, on July 24, 1996 as Document No. 96-567364 and re-recorded August 1, 1996 as Document No. 96-641568;

2. An Environmental Indemnity Agreement;

3. Guaranties of Note, Mortgage and Other Undertakings executed by each of the Guarantors individually;

4. A UCC-1 Financing Statement;

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5. A Management Services Subordination Agreement; and
6. Estoppel Certificates from certain tenants of the Real Estate.

C. On March 1, 1998, Lender, Borrower and Guarantors entered into a Loan Modification Agreement increasing the amount of the Loan from One Million Two Hundred Thousand and No/100ths Dollars (\$1,200,000.00) to One Million Five Hundred Thousand and No/100ths Dollars (\$1,500,000.00), thereby loaning to Borrower an additional \$300,000 ("Additional Loan"), and extending the date for payment of the Loan from August 1, 2002 until March 1, 2004. The Loan was evidenced by a Revised Promissory Note. The Loan Modification Agreement was recorded on March 11, 1998 in the office of the Recorder of Deeds of Cook County, Illinois as Document 98194193.

D. Borrower has requested that Lender extend the Maturity Date of the Loan from March 1, 2004 to March 1, 2010. 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 Revised Promissory Note is hereby modified and amended in its entirety by the Second Revised Promissory Note in the amount of One Million Two Hundred Fifty Two Thousand Four Hundred Eighty Five and 75/100ths Dollars (\$1,252,485.75) ("Second Revised Note"), a copy of which is attached hereto as Exhibit B. The Security Documents are hereby modified and amended to secure the Second Revised Note and all references to the Note and the Revised Note in the Security Documents are modified and amended to refer to the Second Revised Note in place of the Note and the Revised Note.

2. This Modification shall be effective upon Lender's receipt of this Modification executed by the parties hereto and the following documents and items:

- (a) the Second Revised Note executed by Borrower;
- (b) a Revised Guaranty of Note, Revised Note, Second Revised Note, Mortgage and other Undertakings executed by each of the Guarantors;
- (c) a title insurance policy or endorsement to the current title insurance policy which insures the Mortgage as modified by this Second Modification as a first lien on the Real Estate subject only to such exceptions as Lender shall permit and which reflects and insures that Borrower is the holder and owner of fee simple interest in the Real Estate;

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(d) updated certificates of insurance as required by the Mortgage;

(e) certified copies of the following organizational documents of Borrower:

- i) Articles of Organization;
- ii) Operating Agreement;
- iii) Organization Resolution regarding the Additional Loan; and
- iv) Certificate of Good Standing;

(f) UCC, Tax lien and judgment searches of Borrower and Guarantors;

(g) certified copy of the rent roll and certified copies of leases presently in effect as requested by Lender;

(h) Estoppel Certificates from each tenant of the Real Estate;

(i) a certified copy of the contract for management services;

(j) Title Insurer's Receipts and Disbursement Statement;

(k) a Loan Settlement Statement and payment of Lender's expenses as described in Section 6 hereof.

3. 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 Second Revised Note ("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 covenants, conditions and agreements therein contained or contained in the Note.

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

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

6. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Second Modification

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including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

7. Borrower and Guarantors knowingly, voluntarily and intentionally waive irrevocably the right they may have to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with the Note, the Revised Note or the Second Revised Note or any of the documents executed or contemplated to be executed in conjunction herewith or any course of conduct or course of dealing, in which Lender and Borrower or Guarantors are adverse parties. This provisions is a material inducement for Lender in granting any financial accommodation to Borrower or Guarantors, or any of them.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on March , 2004.

LENDER:

The PrivateBank and Trust Company, an Illinois banking corporation

By: [Signature]
Its MANAGING DIRECTOR

BORROWER:

Forsyth Building, L.L.C., an Illinois limited liability Company

By: [Signature]
Its MEMBER

Attest: [Signature]
Its MEMBER

GUARANTORS:

[Signature]
Frank Pellegrini

[Signature]
Mary F. Pellegrini

[Signature]
Louis B. Scannicchio

[Signature]
Linda Scannicchio

Prepared by
Frank R. Martin
Righeimer Martin & Cinquino P.C.
20 North Clark Street, Suite 1900
Chicago, IL 60602
Return to Box No. 456

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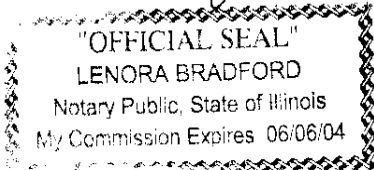
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that David Nelson, MANAGING Director of The PrivateBank and Trust 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 6th April, 2004.

Lenora Bradford
Notary Public

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



The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that FRANK PELLEGRINI of Forsyth Building, L.L.C., 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, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 4-6, 2004.

Nancy Goggin
Notary Public

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



The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that FRANK PELLEGRINI personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 4-6, 2004.

Nancy Goggin
Notary Public



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

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that MARY F. PEUGALINI personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 4-6, 2004.

Nancy Goggin



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

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that LOUIS B. SCANNICCHIO personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 4-6, 2004.

Nancy Goggin



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

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that LINA SCANNICCHIO personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 4-6, 2004.

Nancy Goggin



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 5, 6, 7, 8 and Lot 9 (except the North 10 feet of said Lot 9) together with that portion of the vacated alley lying West of and adjoining the South 48.5 feet of Lot 7 and all of Lot 8 aforesaid in Niles subdivision of Lots 1, 2, and 3 in Austin's Subdivision of the East 57.7 feet of Lot 17 and all of Lots 18, 19 and 20 in Skinner's Subdivision of lands in the Southwest corner of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The North 19 feet of Lot 4 in Austin's Subdivision of the East 57.7 feet of Lot 17 with all of Lots 18, 19 and 20 in Skinner's Subdivision of lands in the Southwest corner of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

That part of the North and South alley adjoining Lot 7 in Niles Subdivision aforesaid vacated by ordinance passed by the Village of Oak Park on July 15, 1925 and recorded September 12, 1925 as Document 9032449 described as follows: All that part of North and South alley first South of South line of East and West alley first South of Lake Street between Marion Street and Park Place described as follows: beginning at the intersection of the East line of said North and South alley with the South line of said East and West alley first South of Lake Street, thence South along East line of said North and South alley 42 feet to the South line aforesaid North and South alley thence West along the South line of said North and South alley to a line 23 feet west of and parallel with the east line of said North and South alley, thence North along said line to a point 12 feet North of South line of South, North and South alley, thence Easterly in a straight line to a point in a south line produced of said East and West alley, 12 feet West of East line of Said North and South alley, thence East along South line of said East and West alley produced to the point of beginning, in Cook County, Illinois

COMMONLY KNOWN AS: 1011 W. Lake Street, Oak Park, Illinois
 P.I.N. 16-07-126-012-0000, 16-07-126-013-0000,
 16-07-126-014-0000, 16-07-126-015-0000,
 16-07-126-016

UNOFFICIAL COPY**PROMISSORY NOTE**
("Second Revised Note")

\$1,252,485.75

March , 2004

FOR VALUE RECEIVED the undersigned, Forsyth Building, L.L.C., an Illinois limited liability company ("Borrower"), promises to pay to the order of The PrivateBank and Trust Company, an Illinois banking corporation (said Bank and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of One Million Two Hundred Fifty Two Thousand Four Hundred Eighty Five and 75/100ths (\$1,252,485.75) 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.

The rate of interest payable on this Note will change from time to time as hereafter provided. Monthly payments on account of this Note are to be made in such amounts as are appropriate to amortize the principal balance, adjusted, however, from time to time as the rate of interest changes. Payments on account of this Note shall be made as follows:

- (a) On March 1, 2004, and continuing on the first day of each succeeding month to and including March 1, 2007, there shall be paid on account of this Note the amount of Ten Thousand Seven Hundred Six and no/100ths Dollars (\$10,706.00), which amount shall be applied first to interest at a rate of 5.50% per annum and the balance to principal.
- (b) On March 1, 2007 ("Adjustment Date"), the rate of interest to be paid by Borrower to Holder shall be adjusted ("Adjusted Rate"). The Adjusted Rate shall be determined by adding 2.50 percentage points to the weekly average yield on United States Treasury securities adjusted to a constant maturity of three years in effect as of the date 45 days preceding the Adjustment Date, as published in the Federal Reserve Statistical Release (H.15, Selected Interest Rates Report), rounded to the nearest 0.125%.
- (c) On March 1, 2007, the monthly payment shall be adjusted to a payment in the appropriate amount required to amortize, by the level rate amortization method, the

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outstanding principal balance of the Note as of the Adjustment Date at such Adjusted Rate for a term of months determined by deducting from 240 months the number of months elapsed from April 1, 1998 to the Adjustment Date ("Adjusted Payment"). The Adjusted Payment shall be made on the Adjustment Date and on the first day of each succeeding month thereafter until the Maturity Date and shall be applied first to interest at the Adjusted Rate and the remainder to principal.

- (d) On March 1, 2010 ("Maturity Date"), the unpaid principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

In the event prior to any Adjustment Date the United States shall discontinue the publication of the Federal Reserve Statistical Release, the adjustment provided for in subparagraph (b) above shall be made based upon such index as shall be, in the reasonable judgment of Holder, comparable to the index provided for in said subparagraph (b). In the event the index selected by the Holder is not acceptable to Borrower, the interest rate previously in effect shall continue to be in effect for an additional period of two months and monthly payments shall continue in the same amount. During such period of two months Borrower and Holder shall negotiate an acceptable rate of interest and a mutually acceptable method of determining a rate of interest for future adjustments. Should the parties reach an agreement and the monthly payments for the preceding two months shall be adjusted and monthly payments shall be calculated based upon such agreement. Should the parties not reach an agreement within such two months, then the principal balance, together with all accrued interest and all other amounts due hereunder, shall be due and payable, and shall be paid on the tenth day following the expiration of such two-month period.

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

The Borrower reserves the privilege to prepay the balance due on this Note in whole or in part with all accrued interest thereon to date of payment upon giving thirty (30) days written notice to the Holder hereof of the intention to make such prepayment, provided that a prepayment premium equal to one percent (1%) of the principal balance so prepaid shall be due from Borrower upon each such prepayment.

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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 The PrivateBank and Trust Company, 10 North Dearborn, Chicago, Illinois 60602.

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" of five (5%) percent of the amount so overdue to defray the expense incurred by Holder incident to handling any such delinquent payment or payments.

This Second Revised Note is executed pursuant to a Second Loan Modification Agreement ("Second Modification Agreement") executed concurrently herewith, which modifies a Promissory Note made by Borrower to Holder dated March 1, 1998, in the amount of One Million Five Hundred Thousand and No/100ths Dollars (\$1,500,000.00) ("Revised Note") and is secured by an instrument entitled "Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage"), and other security documents, executed and delivered on July 24, 1996. The Mortgage was recorded as Document No. 96-567364 and re-recorded as Document No. 96-641568. This Second Revised Note is secured by the Mortgage and other security documents pursuant to the Second Modification Agreement.

This Second Revised Note restates and amends in its entirety the Revised Note, and all amounts outstanding on the Revised Note shall be deemed outstanding hereunder.

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 principal or interest when due in accordance with the terms hereof or upon the occurrence of any "Event of Default" under the Mortgage.

Under the provisions of the Mortgage the unpaid balance hereunder may, at the option of the Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Mortgage is, by this reference, incorporated herein in its 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

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of Default, not cured within the applicable cure period, at the annual rate determined by adding three (3%) percentage points to the interest rate then required to be paid as above provided ("Default Rate"), 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 Bank in connection therewith including, but not limited to court costs, litigation expense 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, secondly 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 the 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 connection with this Second Revised Note, the Mortgage or any of the other obligations, or the collateral secured by the Security Documents, or any agreement, executed or contemplated to be executed in connection 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.

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

Forsyth Building, L.L.C., an
Illinois limited liability company

By: [Handwritten Signature]
Its [Handwritten Name]

Attest: _____
Its _____

Property of Cook County Clerk's Office

~~Exhibit~~ B5/5