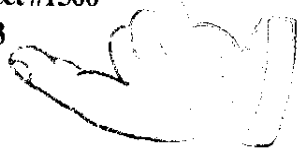


# UNOFFICIAL COPY

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



Doc#: 0419045137  
Eugene "Gene" Moore Fee: \$54.50  
Cook County Recorder of Deeds  
Date: 07/08/2004 12:43 PM Pg: 1 of 16



P.I.N.: 17-08-254-004-0000; 17-08-254-011-0000;  
17-08-254-012-0000; 17-08-254-014-0000;  
17-08-254-017-0000; 17-08-254-018-0000  
COMMONLY KNOWN AS: 400-420 N. May Street, Chicago, Illinois

## FOURTH LOAN MODIFICATION AGREEMENT

This instrument is a Fourth Loan Modification and Assumption Agreement ("Fourth Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), 420 May Street, L.L.C., an Illinois limited liability company ("Borrower"), and James L. Gaza and Lynnette A. Gaza (collectively "Guarantors").

### RECITALS:

- A. Borrower holds fee simple title to certain real estate ("Real Estate") commonly known as 400-420 N. May Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto.
- B. On February 28, 1996, LaSalle Bank National Association, successor to American National Bank and Trust company of Chicago, Trustee ("Trustee") under Trust Agreement No. 10071900 dated December 9, 1986 ("Trust"), executed and delivered to Lender a Promissory Note in the amount of \$2,300,000 ("Note") which evidenced a loan in the amount of \$2,300,000 ("Loan"). Borrower was the beneficiary of the Trust. To secure the Note, Trustee, Borrower and Guarantors executed and delivered to Lender the following documents ("Security Documents"):

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1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage") executed by Trustee and Borrower and covering the Real Estate, which Mortgage was recorded with the Cook County Recorder of Deeds on March 5, 1996 as Document No. 96165657;
  2. an Environmental Indemnity Agreement executed by Trustee and Borrower;
  3. UCC-1 Financing Statements (2) executed by Trustee and Borrower;
  4. Guaranties of Note, Mortgage, and Other Undertakings ("Original Guaranties") executed by Guarantors;
  5. a Collateral Assignment of Beneficial Interest in Land Trust executed by Borrower, consented to by Lender and accepted by Trustee;
  6. a Management Services Subordination Agreement executed by May Street Management Company, Inc., the manager of the Real Estate; and
  7. such other documents as were requested by Lender.
- C. On March 26, 2002, Borrower, Guarantors and Lender entered into a Loan Modification Agreement ("Modification"), pursuant to which Lender agreed to extend the date for payment of the Loan from March 1, 2002 to May 1, 2002.
- D. On May 21, 2002, Trustee executed a Trustee's Deed to Borrower for the Real Estate. The Trustee's Deed was recorded on May 13, 2002 with the Cook County Recorder of Deeds as Document No. 20546281.
- E. On May 29, 2002, Borrower, Guarantors and Lender entered into a Second Loan Modification and Assumption Agreement ("Second Modification"), pursuant to which Lender agreed to: (1) extend the date for payment of the Loan to March 1, 2008, (2) adjust the interest rate

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applicable to the Loan, (3) acknowledge and consent to the title transfer, and (4) reduce the amount covered by the Original Guaranties to \$500,000. In connection therewith, Borrower executed a Promissory Note in the principal amount of \$2,096,300 ("Revised Note") and Guarantors executed a Limited Guaranty of Revised Note, Second Modification and Other Undertakings ("Revised Guaranty"). The Second Modification was recorded with the Cook County Recorder of Deeds on June 6, 2002 as Document No. 0020632225 and re-recorded on August 9, 2002 as Document No. 0020876513.

F. On December 3, 2002, Borrower, Guarantors and Lender entered into a Third Loan Modification Agreement ("Third Modification"), pursuant to which Lender agreed to revise the interest rate applicable to the Revised Loan from seven (7.0%) percent to six and one-quarter (6.25%) percent. The Third Modification was recorded with the Cook County Recorder of Deeds on December 17, 2002 as Document No. 0021402625.

G. The outstanding principal balance of the Loan is approximately \$1,970,000. Borrower has now requested Lender to increase the amount of the Revised Loan to \$2,480,000 ("Revised Loan II"), the proceeds of which will be used for working capital purposes, and to reduce the interest rate applicable to the Revised Loan II to six (6.0%) percent. Lender is agreeable to these requests 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 Note is hereby modified and amended in its entirety by a Promissory Note in the amount of \$2,480,000 ("Revised Note II"), a copy of which is attached hereto as Exhibit B.
- B. The Security Documents are hereby modified and amended to secure Revised Note II and all

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references to the Note or Revised Note in the Security Documents are modified and amended to refer to Revised Note II in place thereof. All amounts presently outstanding on the Note and Revised Note shall be deemed outstanding on Revised Note II. All interest charged on and all payments made on the Note and Revised Note previously are unchanged.

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

- (a) Revised Note II executed by Borrower;
- (b) a Guaranty of Revised Note II, Mortgage, Fourth Modification and Other Undertakings executed by Guarantors ("Revised Guaranty II");
- (c) updated evidence of fire, casualty, business interruption, rent loss and commercial general liability insurance coverage;
- (d) a dated endorsement to Lender's loan title insurance policy covering the recordation of the Fourth Modification, increasing the amount of title insurance coverage to \$2,480,000, and insuring that Borrower is the fee simple holder of title to the Real Estate;
- (e) a Certificate of Good Standing of Borrower;
- (f) a Certificate of Good Standing of May Street Management Company, Inc., the manager of Borrower;
- (g) an Organization Resolution/Incumbency Certificate of Borrower;
- (h) updated and certified rent roll for the Real Estate and certified copies of leases as requested by Lender; and
- (i) a Loan Settlement Statement showing Lender's expenses as set forth in Section 8 hereof.

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3. Borrower and Guarantors acknowledge and agree that it is a condition of this Fourth Modification that a real estate tax reserve be established for the Real Estate ("Tax Reserve"). Borrower will remit the amount of \$8,600 each month to Lender, in addition to its monthly payment of interest, to fund the Tax Reserve. Lender shall debit the Tax Reserve to pay each installment of real estate tax due on the Real Estate to the extent of the Tax Reserve. When the Tax Reserve is depleted, Borrower and/or Guarantors will pay all tax due on the Real Estate due from their own funds.

4. This Fourth 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, Revised Note or Revised Note II ("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, Revised Note or Revised Note II.

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.

8. Borrower and Guarantors hereby agree to pay all of Lender's expenses arising out of and in connection with this Fourth Modification including, but not limited to, title insurance

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premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.

9. Guarantors hereby agree that Revised Guaranty II, which covers and guaranties the full amount of Revised Note II, hereby replaces the Original Guaranty and Revised Guaranty in their entirety. Guarantors hereby expressly acknowledge and confirm that by executing this Fourth 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 Guarantors and without such action releasing, modifying, or affecting the obligations of Guarantors or affecting the security heretofore granted to Lender.

10. 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 this Fourth Modification, Revised Note II, Revised Guaranty II 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, Borrower and Guarantors are adverse parties. This provision is a material inducement for Lender in granting any financial accommodation to Borrower or Guarantors, or any of them.

11. Borrower and Guarantors hereby irrevocably submit to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrower and Guarantors hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrower and Guarantors hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower and Guarantors irrevocably consent to the

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service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower and Guarantors at their addresses as specified in the records of Lender. Borrower and Guarantors agree 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 and Guarantors agree not to institute any legal action or proceeding against Lender or the directors, officers, employees, agents or property thereof, in any court other than the one herein above specified. Nothing in this Section shall affect the right of Lender to serve legal process in any other manner permitted by law or affect the right of Lender to bring any action or proceeding against Borrower and Guarantors or their property in the courts of any other jurisdictions.

12. Borrower and Guarantors warrant to Lender that neither Borrower nor Guarantors nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation: (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrower and Guarantors covenant to Lender that if they become aware that they or any affiliate is identified on any Blocked Persons List, Lender shall immediately notify Lender in writing of such information. Borrower and Guarantors further agree that in the event they or any affiliate is at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control

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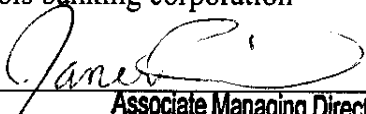
and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the Premises (as defined in the Mortgage) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

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

\_\_\_\_\_, 2004.

**LENDER:**

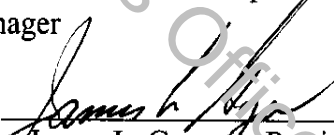
The PrivateBank and Trust Company, an Illinois banking corporation

By:   
Its Associate Managing Director

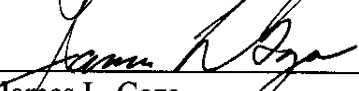
**BORROWER:**

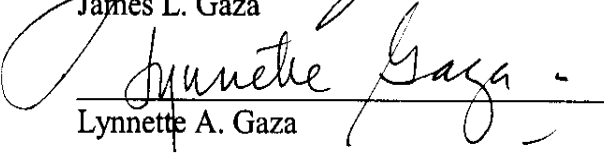
420 May Street, L.L.C., an Illinois limited liability company

By: May Street Management Company, Inc., an Illinois corporation, its Manager

By:   
James L. Gaza, its President

**GUARANTORS:**

  
James L. Gaza

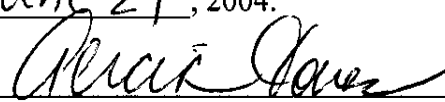
  
Lynnette A. Gaza



# UNOFFICIAL COPY

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

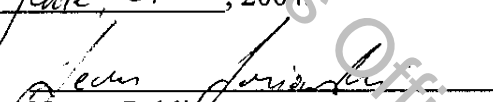
The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that JANE FRID, ASSOCIATE Managing Director of The PrivateBank and Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her 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 June 24, 2004.  
  
\_\_\_\_\_  
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, does hereby certify that James L. Gaza, individually and as President of May Street Management Company, Inc., an Illinois corporation, the Manager of 420 May Street, J.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, and as the free and voluntary act of said corporation and limited liability company, for the uses and purposes therein set forth.

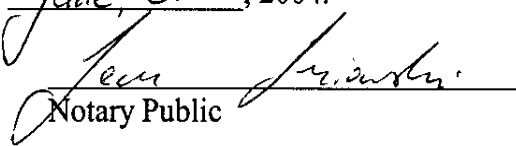
GIVEN under my hand and Notarial Seal June 21<sup>st</sup>, 2004.  
  
\_\_\_\_\_  
Notary Public



# UNOFFICIAL COPY

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Lynnette A. Gaza, 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 June 21<sup>st</sup>, 2004.  
  
 Notary Public



Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

SUB-LOTS 1, 2, 3, 4, 5, AND 6 IN C. J. HULLS SUBDIVISION OF LOTS 4 AND 5 IN BLOCK 8 IN OGDEN ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOTS 15, 16, 17 AND 18 IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION IN CASE 23474 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE SOUTHWOOD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTHEAST

1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PRIVATE ALLEY LYING WEST AND ADJOINING SAID LOTS 1 TO 6 INCLUSIVE IN SAID C. J. HULL'S SUBDIVISION AFORESAID ALSO THE SOUTH 1/2 OF THE EAST AND WEST 18 FOOT VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE, AND SAID NORTH LINE EXTENDED WEST TO THE WEST LINE OF SAID PRIVATE ALLEY, OF AFORESAID LOT 6 IN C. J. HULLS SUBDIVISION AND THE SOUTH 1/2 OF THE EAST AND WEST 19 FEET VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING AFORESAID LOTS 15, 16, 17 AND 18 IN THE SUBDIVISION BY COMMISSIONERS IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

ALL THAT PART OF LOTS 1 TO 19 INCLUSIVE IN COLGATE'S RESUBDIVISION OF LOTS 6 TO 14 INCLUSIVE IN THE SUBDIVISION BY THE COMMISSIONERS, IN PARTITION IN CASE 23474 CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE SOUTHWOOD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO OF THE VACATED ALLEY LYING EAST OF LOTS 9 TO 16 IN THE ABOVE SAID RESUBDIVISION, AND ALSO OF THE SOUTH 1/2 OF THE EAST AND WEST 19 FOOT VACATED PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 22 AND 23 IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION IN CASE 23474 CIRCUIT COURT OF THE SOUTHWOOD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF AFORESAID EAST AND WEST 19 FOOT VACATED ALLEY AND THE EAST LINE EXTENDED NORTH OF SAID LOT 17 IN COLGATE'S RESUBDIVISION; THENCE WEST ALONG SAID CENTER LINE, AND SAID CENTER LINE EXTENDED WEST, OF EAST AND WEST 19 FOOT VACATED PUBLIC ALLEY TO A POINT IN THE WEST LINE OF LOT 2 IN SAID COLGATE'S RESUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 IN SAID COLGATE'S RESUBDIVISION TO A POINT 150.5 FEET NORTH FROM THE SOUTH WEST CORNER OF LOT 9 IN SAID COLGATE'S RESUBDIVISION; THENCE SOUTHEASTERLY TO A POINT IN THE SOUTH LINE OF SAID LOT 9, 90 FEET EAST FROM THE SOUTH WEST CORNER THEREOF, THENCE EAST ALONG THE SOUTH LINE

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OF SAID LOT 9, THE VACATED ALLEY AND LOT 19 IN THE SAID COLGATE'S RESUBDIVISION 69.14 FEET MORE OR LESS TO THE SOUTH EAST CORNER OF SAID LOT 19; THENCE NORTH ALONG THE EAST LINE, AND SAID EAST LINE EXTENDS NORTH OF SAID LOTS 19, 18 AND 17 IN SAID RESUBDIVISION TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 3 IN BLOCK 8 IN OGDENS ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A STRAIGHT LINE DRAWN BETWEEN A POINT ON THE EAST LINE OF RACINE AVENUE (FORMERLY NORTH CENTER AVENUE) WHICH IS A DISTANCE OF 101.14 FEET SOUTH OF THE SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE) AND A POINT ON THE WEST LINE OF MAY STREET WHICH IS A DISTANCE OF 100.97 FEET SOUTH OF THE SAID SOUTH LINE OF HUBBARD STREET, (FORMERLY AUSTIN AVENUE) ALSO THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY ADJACENT TO THE SOUTH LINE OF SAID LOT 3 IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 5 AND LOTS 19 TO 23 (BOTH INCLUSIVE) AND THE VACATED NORTH AND SOUTH ALLEY ADJACENT TO THE WEST LINE OF SAID LOT 23 AND ADJACENT TO THE SAID WEST LINE OF LOT 23 PRODUCED SOUTH TO THE CENTER LINE OF THE VACATED EAST AND WEST ALLEY IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION CASE NO. 23474 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A STRAIGHT LINE DRAWN BETWEEN A POINT ON THE EAST LINE OF RACINE AVENUE, (FORMERLY NORTH CENTER AVENUE) WHICH IS A DISTANCE OF 101.14 FEET SOUTH OF THE SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE) AND A POINT ON THE WEST LINE OF MAY STREET WHICH IS A DISTANCE OF 100.97 FEET SOUTH OF THE SAID SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE) ALSO ALL OF THE NORTH 1/2 OF VACATED EAST AND WEST ALLEY ADJACENT TO THE SOUTH LINE OF SAID LOTS 19 TO 23 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 400-420 N. May, Chicago, Illinois  
P.I.N.: 17-08-254-004-0000; 17-08-254-011-0000;  
17-08-254-012-0000; 17-08-254-014-0000;  
17-08-254-017-0000; 17-08-254-018-0000

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

\$2,480,000

\_\_\_\_\_, 2004

**FOR VALUE RECEIVED** the undersigned, 420 May Street, 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 Two Million Four Hundred Eighty Thousand (\$2,480,000) 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 will be adjusted from time to time as the rate of interest changes. Payments on account of this Note will be made as follows:

(a) On July 1, 2004, and continuing on the first day of each succeeding month to and including June 1, 2005, there shall be paid on account of this Note interest for the preceding month at a rate of six (6.0%) percent per annum.

(b) On June 1, 2005 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid.

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 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 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 ("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.

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This Note is executed pursuant to a Fourth Loan Modification Agreement executed concurrently herewith ("Fourth Modification"). This Note replaces that certain Promissory Note in the amount of \$2,300,000 ("Original Note") made by Borrower on February 28, 1996, which was replaced by a Promissory Note in the amount of \$2,096,300.78 dated May 29, 2002 ("Revised Note"). The Original Note and Revised Note are secured by a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC-2 Financing Statement ("Mortgage") executed on February 28, 1996 and recorded on March 5, 1996 with the Cook County Recorder of Deeds as Document No. 96165657. The Mortgage was modified by a Loan Modification Agreement dated March 26, 2002, a Second Loan Modification Agreement dated May 29, 2002 which was recorded with the Cook County Recorder of Deeds on June 6, 2002 as Document No. 0020632225 and re-recorded on August 9, 2002 as Document No. 0020876513, and a Third Loan Modification Agreement dated December 3, 2002, which was recorded with the Cook County Recorder of Deeds on December 17, 2002 as Document No. 0021402625 (together with the Fourth Modification the "Modifications"). Amounts outstanding pursuant to the Original Note and Revised Note shall be outstanding under this Note. All interest rates applicable to and charged on the Original Note and Revised Note and all payments made on the Original Note and Revised Note are unchanged. Pursuant to the Fourth Modification, the Mortgage and other security documents ("Security Documents") are modified to secure this Note.

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, Modifications or Security Documents.

Under the provisions of the Mortgage, Modifications and Security Documents 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, Modifications and Security Documents 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 four (4.0%) 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 Bank in connection therewith including, but not limited to, court costs, litigation expenses and attorneys' fees.

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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 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 connection with this Note, the Mortgage, the Modifications, 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 herein above 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.

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

420 May Street, L.L.C., an Illinois limited liability company

By: May Street Management Company, Inc.,  
an Illinois corporation, its Manager

By: \_\_\_\_\_  
James L. Gaza, its President

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