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RECORDATION REQUESTED BY:

Fifth Third Bank (Chicago)
Attention: David Van Singel
1701 W. Golf Road, 7th Floor
Rolling Meadows, IL 60008

WHEN RECORDED MAIL TO:

Crowley Barrett & Karaba, Ltd.
Attention: Scott D.H. Redman
20 S. Clark Street, Suite 2310
Chicago, IL 60603



Doc#: 0505419074
Eugene "Gene" Moore Fee: \$42.50
Cook County Recorder of Deeds
Date: 02/23/2005 01:17 PM Pg: 1 of 10

SEND TAX NOTICES TO:

Oak Brook Metro, LLC
Attention: Stephen P. Schostok
4069 Joseph Drive, Suite B3
Waukegan, Illinois 60087

This Instrument prepared by:

Crowley Barrett & Karaba, Ltd.
Attention: Scott D.H. Redman
20 S. Clark Street, Suite 2310
Chicago, IL 60603

SECOND MODIFICATION AGREEMENT

(Arlington Heights)

This Second Modification Agreement ("Modification Agreement") is made as of the 17th day of February, 2005, among FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation ("Lender") and OAK BROOK APPLE, LLC, an Illinois limited liability company ("Borrower").

WITNESSETH

WHEREAS, Borrower and Lender entered into a Business Loan Agreement, dated January 24, 2003 (as amended from time to time, the "Loan Agreement");

WHEREAS, Borrower executed a Promissory Note in the original principal amount of SEVEN MILLION TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS

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(\$7,230,000.00), dated January 24, 2003 (as amended from time to time, the "Note") in favor of Lender;

WHEREAS, Borrower executed a Mortgage, dated January 24, 2003 (as amended from time to time, the "Mortgage"), in favor of Lender, recorded on January 29, 2003 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0030137562 for the real property described on the attached Exhibit A ("Property");

WHEREAS, Borrower executed an Assignments of Rents, dated January 24, 2003 (as amended from time to time, the "Assignment"), in favor of Lender, recorded on January 29, 2003 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0030137563 for the Property;

WHEREAS, Borrower executed a Commercial Security Agreement, dated January 24, 2003 (as amended from time to time, the "Security Agreement"), in favor of Lender;

WHEREAS, Borrower has requested Lender to amend certain provisions of the Mortgage, the Assignment, and the Security Agreement, (collectively, the "Loan Documents") in order to, among other things, reflect an additional loan made by Lender under the Loan Agreement; and

WHEREAS, Lender is willing to grant Borrower's requests on the terms and condition hereinafter set forth.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and of any amendments or modifications heretofore, now or hereafter made by Lender, the parties hereto hereby agree as follows:

All capitalized terms used herein without definition shall have the meaning as set forth in the Loan Documents.

1. **Amendment to Mortgage.** The Mortgage is hereby modified by replacing the definition of "Note" and "Indebtedness" in Section 7.1 with the following and adding the following definitions of "Rate Management Agreement" and "Rate Management Obligations":

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and the Other Note and any amounts expended or advanced by Lender to discharge obligations of Grantor, Other Borrower and/or Borrower or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note and Other Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor, Other Borrower and/or Borrower to Lender, or any one or more of them, any and all Rate Management Obligations, as well as all claims by Lender against Grantor, Other Borrower and/or Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note or the Other Note, whether voluntary or otherwise, whether due or not due, absolute or

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contingent, liquidated or unliquidated and whether Grantor, Other Borrower and/or Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note and the Other Note, all future amounts Lender in its discretion may loan to Grantor, Other Borrower and/or Borrower, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate Thirty Million Dollars (\$30,000,000.00). **At no time shall the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed the Maximum Amount Secured.**

Note. This means the Replacement Promissory Note from Grantor to Lender dated as of February 17, 2005 in the principal amount of Ten Million Five Hundred and Thirty-Four Thousand and Forty-Two Dollars (\$10,534,042.00) word "Note", together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note. **The Note has a maturity date of January 24, 2010.**

Rate Management Agreement. The words "Rate Management Agreement" mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Grantor and/or Other Borrower and Lender or any Affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

Rate Management Obligations. The words "Rate Management Obligations" mean any and all obligations of Grantor and/or Other Borrower to Lender or any Affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement.

2. **Amendment to Assignment.** The Assignment is hereby modified by replacing the definition of "Note" and "Indebtedness" in Section 5.1 with the following and adding the following definitions of "Rate Management Agreement" and "Rate Management Obligations":

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Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and the Other Note and any amounts expended or advanced by Lender to discharge obligations of Grantor, Other Borrower and/or Borrower or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note and Other Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor, Other Borrower and/or Borrower to Lender, or any one or more of them, any and all Rate Management Obligations, as well as all claims by Lender against Grantor, Other Borrower and/or Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note or the Other Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor, Other Borrower and/or Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note and the Other Note, all future amounts Lender in its discretion may loan to Grantor, Other Borrower and/or Borrower, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate Thirty Million Dollars (\$30,000,000.00). **At no time shall the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed the Maximum Amount Secured.**

Note. The means the Replacement Promissory Note from Grantor to Lender dated as of February 17, 2005 in the principal amount of Ten Million Five Hundred and Thirty-Four Thousand and Forty-Two Dollars (\$10,534,042.00) word "Note", together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.

Rate Management Agreement. The words "Rate Management Agreement" mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Grantor and/or Other Borrower and Lender or any Affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

Rate Management Obligations. The words "Rate Management Obligations" mean any and all obligations of Grantor and/or Other Borrower to Lender or any Affiliate of Fifth

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Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement.

3. **Amendment to Security Agreement.** The Security Agreement is hereby modified by replacing the definition of "Note" and "Indebtedness" in Section 3.1 with the following and adding the following definitions of "Rate Management Agreement" and "Rate Management Obligations"

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and the Other Note and any amounts expended or advanced by Lender to discharge obligations of Grantor, Other Borrower and/or Borrower or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note and Other Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor, Other Borrower and/or Borrower to Lender, or any one or more of them, any and all Rate Management Obligations, as well as all claims by Lender against Grantor, Other Borrower and/or Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note or the Other Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor, Other Borrower and/or Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note and the Other Note, all future amounts Lender in its discretion may loan to Grantor, Other Borrower and/or Borrower, together with all interest thereon, however, in no event shall such future advances (excluding interest) exceed in the aggregate Thirty Million Dollars (\$30,000,000.00). **At no time shall the principal amount of the Indebtedness secured by this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed the Maximum Amount Secured.**

Note. The means the Replacement Promissory Note from Grantor to Lender dated as of February 17, 2005 in the principal amount of Ten Million Five Hundred and Thirty-Four Thousand and Forty-Two Dollars (\$10,534,042.00) word "Note", together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.

Rate Management Agreement. The words "Rate Management Agreement" mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange

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agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Grantor and/or Other Borrower and Lender or any Affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

Rate Management Obligations. The words "Rate Management Obligations" mean any and all obligations of Grantor and/or Other Borrower to Lender or any Affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement.

4. **Related Documents.** Effective as of the date hereof, and without further notice, revision, modification or amendment, the Related Documents are hereby amended as appropriate to be consistent with the terms hereof.

5. **Continuation.** Except as otherwise specifically modified or amended by the terms of this Modification Agreement or other amendments, which have been mutually agreed in writing by and between Borrower and Lender, the Loan Documents and all provisions contained therein, respectively, shall continue in full force and effect.

6. **Reaffirmation.** Borrower, by execution of this Modification Agreement, hereby reaffirms, ratifies, and remakes the covenants, warranties and representations contained in the Loan Documents.

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

8. **No Defenses.** Borrower represents to the Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral. Without limiting the generality of the foregoing, Borrower hereby releases and forever discharge Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

9. **Disclaimer.** Borrower expressly disclaims any reliance on any oral representation made by Lender with respect to the subject matter of this Modification

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Agreement. Borrower acknowledges and agree that Lender is specifically relying upon the representations, warranties, releases and agreements contained herein, and that this Modification Agreement is executed by Borrower and delivered to Lender as an inducement to extend further funds to the Other Borrower.

10. **Costs.** Borrower agrees to pay upon demand all of Lender's out-of-pocket expenses, including attorneys' fees, incurred in connection with this Modification Agreement. Lender may pay someone else to help collect the loans secured by the Loan Documents and to enforce the Loan Documents, and the Borrower will pay that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also will pay any court costs, in addition to all other sums provided by law.

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IN WITNESS WHEREOF, the parties named below have caused this Modification Agreement to be executed and delivered personally or by their respective duly authorized officers as of the day and year specified at the beginning hereof.

BORROWER:

OAK BROOK APPLE, LLC
an Illinois limited liability company

By: [Signature]
Its: [Signature]

LENDER:

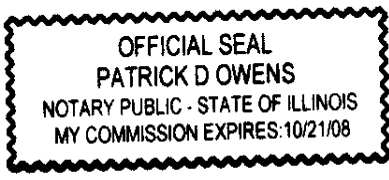
FIFTH THIRD BANK (CHICAGO)
a Michigan banking corporation

By: [Signature]
Its: Vice President

BORROWER ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the County of Cook in the State of Illinois, DO HEREBY CERTIFY that Stephen P. Schostok, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of Oak Brook Apple, LLC, whose name is subscribed to the foregoing instrument as a Grantor, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of such entity, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of February, 2005.



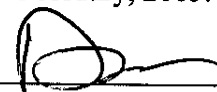
[Signature]
Notary Public

LENDER ACKNOWLEDGEMENT

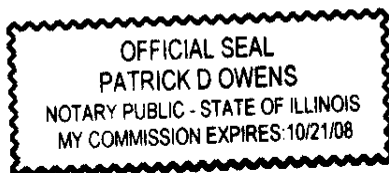
I, the undersigned, a Notary Public in and for the County of Cook in the State of Illinois, DO HEREBY CERTIFY that David Van Singel, personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as such officer of the Lender appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of Lender for the uses and purposes therein set forth.

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Given under my hand and notarial seal this 11 day of February, 2005.



Notary Public



G:\CLIENTS\FIFTH THIRD BANK 1996\OAKBROOK APPLE-METRO (36-37)\MILWAUKEE LOAN\MODIFICATION AGREEMENT FOR APPLE-AM.DOC

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Business Loan Agreement
Exhibit A-1
1500 Algonquin Road, Arlington Heights, Illinois

ALL THAT PART OF LOT 3 IN LINNEMANN'S DIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTH 477.78 FEET OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 3 WITH THE NORTHERLY LINE OF ALGONQUIN ROAD AS DEDICATED BY DOCUMENT 11195787; THENCE WEST AND NORTH ALONG THE NORTHERLY LINE OF SAID ROAD, BEING A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 1,996.48 FEET, 469.44 FEET ARC MEASURE TO A POINT OF TANGENT; THENCE NORTH 62 DEGREES, 40 MINUTES, 50 SECONDS WEST ALONG THE NORTHERLY LINE OF ALGONQUIN ROAD, TANGENT WITH THE LAST DESCRIBED CURVED LINE, 110.0 FEET; THENCE NORTH 27 DEGREES, 19 MINUTES, 10 SECONDS EAST, 100 FEET TO A POINT OF CURVE; THENCE NORTH AND EAST ALONG A CURVED LINE, TANGENT WITH THE LAST DESCRIBED LINE, CONVEX TO THE EAST AND HAVING A RADIUS OF 808.0 FEET, 121.0 FEET ARC MEASURE; THENCE SOUTH 67 DEGREES, 05 MINUTES, 16 SECONDS EAST, 480.95 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3, 228.0 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 228.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PIN: 08-23-2020B-0000

County Clerk's Office