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Prepared By:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
161 N. Clark - #550
Chicago, Illinois 60601



Doc#: 0519514400
Eugene "Gene" Moore Fee: \$48.00
Cook County Recorder of Deeds
Date: 07/14/2005 01:58 PM Pg: 1 of 12

Mail to:
NORTH COMMUNITY BANK
3639 N. Broadway
Chicago, Illinois 60613

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 8th day of July, 2005, by and between 512 W. Barry, LLC, an Illinois limited liability company (hereinafter called "Borrower") and NORTH COMMUNITY BANK, an Illinois banking corporation, with an office at 3639 N. Broadway, Chicago, Illinois 60613 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On May 27, 2004, for full value received, Borrower executed and delivered to Lender a Promissory Note in the principal amount of FIVE MILLION NINE HUNDRED FIFTY SEVEN THOUSAND NINETY EIGHT (\$5,957,098.00) DOLLARS (hereinafter called "Note") in accordance with a Construction Loan Agreement dated May 27, 2004, between Borrower and Lender (the "Construction Loan Agreement")

B. Borrower secured the obligations under the Note by granting to Lender a certain Mortgage (hereinafter called the "Mortgage") and an Assignment of Leases and Rents, dated May 27, 2004, covering certain improved real property at 512 W. Barry, Chicago, County of Cook, State of Illinois, which Mortgage and Assignment of Leases and Rents were recorded as Document Nos. 0415332003 and 0415332004, respectively with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOT 10 AND THE WEST 22 FEET OF LOT 11 IN CULVER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 20 RODS OF THE NORTH 60 RODS OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-28-105-031-0000

C. Borrower and Lender agreed to an additional advance of \$1,042,902.00 and to the

9900 33929 NHL

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extension of the maturity date of the Note to August 27, 2005, as evidenced by a Modification Agreement dated April 26, 2005 and recorded as Document No. 0513334020.

D. The principal balance of the Note as of July 8, 2005 is \$1,967,424.57, with \$44,788.10 available for disbursement.

E. Lender and Borrower have agreed to an additional advance of \$1,550,000.00 in order to payoff the indebtedness secured by a junior mortgage recorded as Document No. 0505639132.

F. Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (except such permitted exceptions noted in the Lender's loan policy of title insurance or unless disclosed to Lender, and except the mortgage recorded as document no. 0512219037 in favor of Frank DiLeonardo and Steven Carlson who have agreed to consent to this Modification Agreement and subordinate their lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that Note, secured by the Mortgage and Assignment of Leases and Rents, is hereby modified as follows:

1. Lender shall make available an additional sum of \$1,550,000.00 (increasing the face amount of the Note to \$8,550,000.00).
2. Borrower agrees to pay to Lender a Loan Fee of \$23,250.00 for the loan modification, to reimburse Lender for its attorney's fees of \$750.00 and to pay title and recording charges in connection with the additional advance.
3. Effective July 8, 2005, the floor on the Regular Rate of interest shall be increased from 6.50% to 7.00%.
4. All other terms and conditions of the Note, Mortgage, Assignment of Rents and Construction Loan Agreement shall remain in full force and effect.

In consideration of the additional advance under the note and Construction Loan Agreement, secured by the Mortgage and Assignment of Leases and Rents, as hereinabove set forth, Borrower does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note secured by the Mortgage and Assignment of Leases and Rents as herein modified, and to perform the covenants contained in the aforementioned documents, and Borrower represents to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except such permitted exceptions noted in the Lender's loan policy of title insurance or as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on the Mortgaged Premises.

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Nothing herein contained shall in any manner whatsoever impair the Note and other loan documents as identified hereby, or the lien created thereby or any other documents executed by Borrower in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Lender under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note and other instruments and documents executed in connection with the subject loans, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

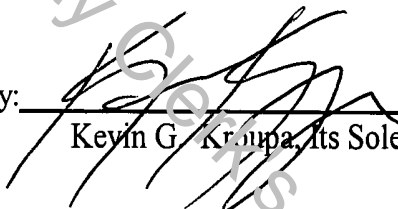
The undersigned hereby authorizes Lender to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

NORTH COMMUNITY BANK, Lender:

By: 
Its VICE PRESIDENT

512 W. BARRY, LLC, an Illinois limited liability company

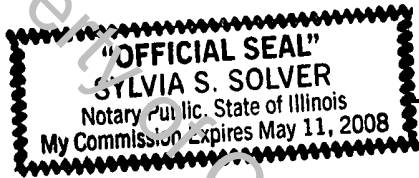
By: 
Kevin G. Krupa, Its Sole Member

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that on this day personally appeared before me, WILLIAM CHOROS, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be VIA President, and an authorized agent of, NORTH COMMUNITY BANK and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 5th day of July, 2005.

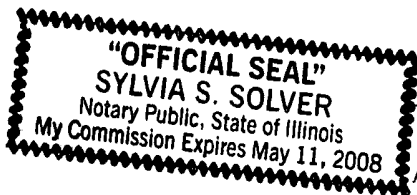


Sylvia Solver
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that KEVIN G. KROUPA, known to me to be the same person whose name is subscribed to the foregoing instrument as the Sole Member of 512 W. Barry LLC, 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 this 5th day of July, 2005.



Sylvia Solver
Notary Public

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CONSENT AND SUBORDINATION

CONSENT AND SUBORDINATION, dated July 8, 2005, as among North Community Bank (the Bank) party to the Loan Agreement (as defined below), and Steven I. Carlson and Frank DiLeonardo (the Subordinated Lender), and 512 W. Barry, LLC, an Illinois limited liability company (the Borrower).

PRELIMINARY STATEMENTS

1. The Bank and Borrower have entered into a Construction Loan Agreement, dated May 27, 2004 (such agreement, as it may hereafter be amended or otherwise modified from time to time, being the Loan Agreement; terms defined therein and not otherwise defined herein being used herein as therein defined), with the Borrower. The obligations of the Borrower under the Loan Agreement and a Note in the principal amount of \$5,957,098.00 as identified therein are guaranteed under a Continuing Guaranty, dated May 27, 2004 (the Guaranty), by Kevin Kroupa, Robert J. Kroupa, and Catherine Kroupa (collectively, the Guarantor). The Borrower has executed a Mortgage and Assignment of Leases and Rents upon the real estate commonly known as 512 W. Barry, Chicago, Illinois (the Collateral), dated May 27, 2004 and recorded as Document Nos. 0415332003 and 0415332004, respectively with the Recorder of Deeds of Cook County, Illinois (the Mortgage and Assignment of Leases and Rents), to secure its obligations under the Loan Agreement and the Note.
2. The Borrower has executed a Promissory Note in the amount of \$800,000.00 in favor of the Subordinated Lender (the Subordinated Loan) and a Junior Mortgage recorded as Document No. 0512219037 upon the Collateral (the Subordinated Mortgage).
3. The Bank and Borrower previously agreed to an additional advance of \$1,042,902.00 under the Note and Loan Agreement and to extend the maturity date of the Note and Loan Agreement to August 27, 2005 as evidenced by a Modification Agreement recorded as Document No. 0513334020.
4. The balance of the Note as of July 8, 2005 is \$1,967,424.57, with \$44,788.10 available for disbursement.
5. The Bank and Borrower have agreed to an additional advance of \$1,550,000.00 under the Note and Loan Agreement, as evidenced by a Modification Agreement dated July 8, 2005.
6. It is condition precedent to the making of the additional advance by the Bank under the Loan Agreement, that the Bank, Subordinated Lender and Borrower shall have entered into this Consent and Subordination to, inter alia, agree upon their relative rights with respect to the Collateral from time to time subject to the Mortgage and Assignment of Leases and Rents and the Subordinated Mortgage.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Subordination and Priority

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Notwithstanding the date, manner, or order of attachment or perfection, or the lack thereof or the description of any collateral or security interests, liens, claims, or encumbrances covered or granted by the Mortgage and Assignment of Leases and Rents and the Subordinated Mortgage, the Subordinated Lender agrees that the Subordinated Mortgage is and shall be subordinate, to the extent and in the manner hereinafter set forth, to all rights of the Bank under the Mortgage and Assignment of Leases and Rents, and that the Bank shall have at all times an interest prior and superior to that of the Subordinated Lender in the Collateral and until the payment in full of all obligations of the Borrower now or hereafter existing under the Loan Agreement and the Note, whether for principal, interest (including without limitation interest, as provided in the Note, accruing after the filing of a petition initiating any proceeding referred to in Section 3(a)), fees, expenses, or otherwise incurred or advanced by Bank in the enforcement and protection of its rights under the Loan Agreement, Note, Mortgage and Assignment of Leases and Rents, the prior additional advance of \$1,042,902.00, the current additional advance of \$1,550,000.00 and such other advances made by Bank, not to exceed ONE MILLION DOLLARS, to complete the improvements to the Collateral or to service the Note (such obligations being the Obligations)).

SECTION 2. Exercise of Remedies

- a. The Subordinated Lender agrees not to enforce, ask, demand, or sue for any right or remedy in respect of the Subordinated Loan, Subordinated Mortgage or the Collateral or any proceeds of Collateral, or take or receive from the Borrower, directly or indirectly, in cash or other property or by setoff or in any other manner, whether pursuant to any enforcement, collection, execution, levy, or foreclosure proceeding or otherwise, any Collateral or any proceeds of Collateral, in each case unless and until the Obligations shall have been paid in full. The Subordinated Lender agrees that, until the Obligations have been paid in full, their only right under the Subordinated Loan and Subordinated Mortgage for the Subordinated Loan to be secured by the collateral referred to therein for the period and to the extent provided for in the Subordinated Mortgage and to receive interest payments from Borrower to the extent and at the time provided in the Subordinated Loan.
- b. The Subordinated Lender agrees that, so long as any of the Obligations shall remain unpaid, it will not commence, or join with any creditor other than the Bank in commencing, any enforcement, collection, execution, levy, or foreclosure proceeding with respect to the Collateral or proceeds of Collateral. Upon request by the Bank, the Subordinated Lender will, at the expense of the Borrower, join in enforcement, collection, execution, levy, or foreclosure proceedings and otherwise cooperate fully in the maintenance of such proceedings by the Bank, including without limitation by executing and delivering all such consents, pleadings, releases, and other documents and instruments as the Bank may reasonably request in connection therewith, it being understood that the conduct of such proceedings shall at all times be under the exclusive control of the Bank.
- c. The Subordinated Lender agrees, upon written request by the Bank, to release its lien and security interest in the Collateral upon any sale, lease, transfer, or other disposition of such Collateral or part thereof in accordance with, or for application of proceeds pursuant to, the terms of the Loan

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Agreement, the Note, Mortgage and Assignment of Leases and Rents, and the Subordinated Mortgage.

d. The Subordinated Lender agrees not to contest, or to bring (or join in) any action or proceeding for the purpose of contesting, the validity, perfection or priority of, or seeking to avoid, the Mortgage and Assignment of Leases and Rents or any other rights of the Bank in or with respect to the Collateral.

e. Lender and Borrower agree that the Subordinated Lender shall be given written notice of any default by Borrower under the Loan Agreement, the Note and the Mortgage and Assignment of Leases and Rents, and in the event of default the Borrower fails to cure the default within ninety days after such written notice of default or in the event Lender has filed a complaint to foreclose the Mortgage, Subordinated Lender shall have the right, but not the obligation, to purchase from the Bank, without recourse, all of the Bank's right, title and interest under the Loan Agreement, the Note and the Mortgage and Assignment of Leases and Rents, at any time prior to entry of Judgment of Foreclosure and Sale in any proceeding to foreclose the Mortgage.

SECTION 3. In Furtherance of Subordination

The Subordinated Lender agrees as follows:

a. Upon any distribution of all or any of the Collateral or proceeds of Collateral to creditors of the Borrower upon the dissolution, winding up, liquidation, arrangement, reorganization, adjustment, protection, relief, or composition of the Borrower or its debts, whether in any bankruptcy, insolvency, arrangement, reorganization, receivership, relief, or similar proceedings or upon an assignment for the benefit of creditors or any other marshaling of the assets and liabilities of the Borrower or otherwise, any distribution of any kind of Collateral or proceeds of Collateral that otherwise would be deliverable upon or with respect to the Subordinated Loan shall be delivered directly to the Bank for application (in the case of cash) to or as collateral (in the case of noncash property) for the payment or prepayment of the Obligations until the Obligations shall have been paid in full.

b. If any proceeding referred to in subsection 3(a) is commenced by or against the Borrower,

i. The Bank is hereby irrevocably authorized and empowered (in its own name or in the name of the Subordinated Lender or otherwise), but shall have no obligation, to demand, sue for, collect and receive every distribution referred to in subsection 3(a) and give acquittance therefor and to file claims and proofs of claim and take such other action (including without limitation enforcing the Subordinated Mortgage) as it may deem necessary or advisable for the exercise or enforcement of any of the rights or interests of the Bank hereunder; and

ii. The Subordinated Lender shall duly and promptly take such action, at the expense of the Borrower, as the Bank may request (A) to collect Collateral and proceeds of Collateral

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for the account of the Bank and to file appropriate claims or proofs of claim in respect of Collateral and proceeds of Collateral; (B) to execute and deliver to the Bank such powers of attorney, assignments, or other instruments as it may request in order to enable it to enforce any and all claims with respect to the Collateral and proceeds of Collateral; and (C) to collect and receive any and all payment or distributions that may be payable or deliverable upon or with respect to the Collateral or proceeds of Collateral.

c. All payments or distributions upon or with respect to the Collateral or proceeds of Collateral that are received by the Subordinated Lender contrary to the provisions of this Consent and Subordination shall be received for the benefit of the Bank, shall be segregated from other funds and property held by the Subordinated Lender and shall be forthwith paid over to the Bank in the same form as so received (with any necessary indorsement) to be applied (in the case of cash) to or held as collateral (in the case of noncash property or securities) for the payment or prepayment of the Obligations in accordance with the terms of the Loan Agreement.

d. The Bank is hereby authorized to demand specific performance of this Consent and Subordination at any time when the Subordinated Lender shall have failed to comply with any of the provisions of this Consent and Subordination applicable to it. The Subordinated Lender hereby irrevocably waives any defense based on the adequacy of a remedy at law that might be asserted as a bar to such remedy of specific performance.

The Bank agrees as follows:

a. No event of default under any other obligation due from Borrower to Lender shall trigger an event of default under the Loan Agreement, the Note, or the Mortgage and Assignment of Leases and Rents.

b. The lien of the Mortgage and Assignment of the Leases and Rents secures only the Obligations and no other loan, debt or obligation of Borrower arising outside of the Loan Agreement and the Note.

c. Subordinated Lender shall be entitled to receive interest payments as provided in the Subordinated Loan.

SECTION 4. Rights of Subrogation

The Subordinated Lender agrees that no payment or distribution to the Bank pursuant to the provisions of this Consent and Subordination shall entitle the Subordinated Lender to exercise any rights of subrogation in respect thereof until the Obligations shall have been paid in full.

SECTION 5. Further Assurances

The Subordinated Lender will, at the expense of the Borrower, at any time and from time to time

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promptly execute and deliver all further instruments and documents, and take all further action, that the Bank may reasonably request, in order to protect any right or interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder.

SECTION 6. No Change in Subordinated Mortgage

The Subordinated Lender will not sell, assign, pledge, encumber, or otherwise dispose of any of their rights in the Collateral or in proceeds of Collateral, amend or otherwise modify the Subordinated Mortgage or otherwise permit the terms of the Subordinated Mortgage to be changed without the prior written consent of the Agent.

SECTION 7. Representations and Warranties

Each of the Bank and the Subordinated Lender represents and warrants to the other as follows:

- a. It has, under the Loan Agreement, the Note, Mortgage and Assignment of Leases and Rents, the Subordinate Loan and the Subordinated Mortgage, respectively, full power and authority to enter into, and perform its obligations under, this Consent and Subordination; and
- b. This Consent and Subordination is binding upon the Bank and the Subordinated Lender.

SECTION 8. Waiver of Marshalling and Similar Rights

The Subordinated Lender waives, to the fullest extent permitted by applicable law, any requirement regarding, and agree not to demand, request, plead, or otherwise claim the benefit of, any marshalling, appraisal, valuation, or other similar right that may otherwise be available under applicable law or any other similar rights a junior creditor or junior secured creditor may have under applicable law.

SECTION 9. Enforcement

The Subordinated Lender agrees that this Consent and Subordination shall be enforceable against it under all circumstances, including without limitation in any proceeding referred to in section 3(a).

SECTION 10. Obligations Hereunder Not Affected

All rights and interests of the Bank hereunder, and all agreements and obligations of the Subordinated Lender under this Consent and Subordination, shall remain in full force and effect irrespective of:

- a. Any lack of validity or enforceability of the Loan Agreement, the Note, the Mortgage and Assignment of Leases and Rents, the Subordinated Loan and the Subordinated Mortgage, or any other agreement or instrument relating thereto;

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- b. Any change in the time, manner, or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from the Note, the Loan Agreement, the Mortgage and Assignment of Leases and Rents;
- c. Any exchange, release or nonperfection of the Collateral or any other collateral, or any release or amendment or waiver of or consent to departure from the Guaranty or any other guaranty, for all or any of the Obligations; or
- d. Any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower, a subordinated creditor or a secured subordinated creditor.

This Consent and Subordination shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Bank upon the insolvency, bankruptcy, or reorganization of the Borrower or otherwise, all as though such payment had not been made.

SECTION 11. Obligations and Subordinated Debt Unimpaired

Nothing in this Consent and Subordination shall impair (a) as between the Borrower and the Guarantor and any party hereto, the obligations of the Borrower or the Guarantor to such party, including without limitation the Obligations and the Subordinated Loan or (b) as between the Bank and the Subordinated Lender, the subordination provisions of the Subordinated Mortgage; provided that it is understood that the enforcement of remedies against the Collateral shall be subject to the terms of this Consent and Subordination.

SECTION 13. Amendments, Etc

Neither amendment or waiver of any provision of this Consent and Subordination nor consent to any departure by the Subordinated Lender therefrom shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 14. Expenses

The Borrower shall pay, upon demand, to the Bank the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel, the Bank may incur in connection with the exercise or enforcement of any of the rights or interests of the Bank hereunder.

SECTION 15. Addresses for Notices

All demands, notices, and other communications provided for hereunder shall be in writing and, if to the Bank, mailed or delivered to it, addressed to it at 3639 N. Broadway, Chicago, IL 60613,

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attention of Daniel Healy, if to the Subordinated Lender, mailed or delivered to it, addressed to Steven I. Carlson at 111 W. Maple Street, Apt. 1701, Chicago, IL 60610 and to Frank DiLeonardo, in care of Pax Clearing Co., 440 S. LaSalle, Suite 3100, Chicago, IL 60605; and if to Borrower, mailed or delivered to it, addressed to it at the address of the Borrower specified in the Loan Agreement, or as to each party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such demands, notices, and other communications shall, when mailed, be effective when deposited in the mails or sent, as the case may be, addressed as aforesaid.

SECTION 16. No Waiver; Remedies

No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 17. Continuing Agreement; Transfer of Note


This Consent and Subordination is a continuing agreement and shall (a) remain in full force and effect until the Obligations shall have been paid in full; (b) be binding upon the Subordinated Lender and its respective successors and assigns; and (c) inure to the benefit of and be enforceable by the Bank and its respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Bank may assign or otherwise transfer the Note held by it, or grant any participation in its rights or obligations under the Loan Agreement and Note, to any other person or entity, and such other person or entity shall thereupon become vested with all the rights in respect thereof granted to such Bank herein or otherwise.

SECTION 18. Governing Law

This Consent and Subordination shall be governed by, and construed in accordance with, the laws of Illinois.

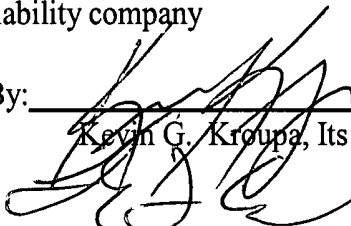
IN WITNESS WHEREOF, the Bank, Subordinated Lender and Borrower have caused this Consent and Subordination to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NORTH COMMUNITY BANK

By: 
Its VICE PRESIDENT

STEVEN I. CARLSON

512 W. BARRY, LLC, an Illinois limited liability company

By: 
Kevin G. Kroupa, Its Sole Member

FRANK DILEONARDO

This Consent and Subordination shall be governed by, and construed in accordance with, the laws of Illinois.

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512 W. BARRY, LLC, an Illinois limited liability company

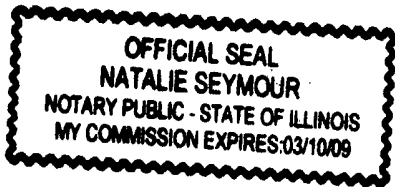
By: _____
Its Steven I. Carlson
STEVEN I. CARLSON

By: _____
Kevin G. Kroupa, Its Sole Member
FRANK DILEONARDO

State of Illinois)
County of Cook)

I Natalie Seymour, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Steven Carlson and Frank DiLeonardo personally known to me to be the same persons whose names are subscribed to the foregoin instrument, appeared before me this day in person and severally acknowledged that they signed and delivered said instrument as their full and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 11th day of July, 2005



Natalie Seymour
Notary Public

Commission Expires 3/10/09

Property of Cook County Clerk's Office