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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Sinar Keldermans Miller & Friedman, LLC
303 W. Madison Street
Suite 1800
Chicago, Illinois 60606
Francis L. Keldermans, Esq.



Doc#: 0534143302 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/07/2005 01:05 PM Pg: 1 of 12

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FIRST MODIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 30th day of November, 2005 by and among Fairway Building Limited Partnership, an Illinois limited partnership ("Borrower"), Gerald Lee Nudo and Laurence H. Weiner ("Guarantor") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor in interest to LaSalle Northwest National Bank, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the original principal amount of Three Million and no/100 Dollars (\$3,000,000.00) as evidenced by a Mortgage Note dated March 8, 1996 in the original principal amount of the Loan made payable by Borrower to the order of Lender ("Original Note"), as amended by the First Amended and Restated Mortgage Note of even date herewith in the reduced principal amount of Two Million One Hundred Sixty-Nine Thousand Five and 97/100 Dollars (\$2,169,005.97) made by Borrower payable to the order of Lender (the "First Amended Note") (the Original Note and the First Amended Note are referred to collectively as the "Note").

B. The Note is secured by, among other things, (i) that certain Mortgage and Security Agreement dated March 8, 1996 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on April 2, 1996 as Document No. 96249536 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Lessor's Interest in Leases dated March 8, 1996 from Borrower to Lender and recorded in the Recorder's Office on April 2, 1996 as Document No. 96249537 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated March 8, 1996 from Borrower and Guarantor to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the

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other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty of Payment and Performance dated March 8, 1996 from Guarantor to Lender (the "Guaranty").

D. Borrower desires to amend the Loan Documents in order to (i) decrease the principal amount of the Loan, (ii) modify the interest rate of the Loan, (iii) extend the Maturity Date of the Loan, and (iv) modify certain other agreements and covenants of Borrower.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Maturity Date.** The Maturity Date of the Note is extended to March 15, 2009. Any reference in the Note, the Mortgage or any other Loan Document to the Maturity Date shall mean March 15, 2009.

2. **Principal and Interest.**

(a) The principal amount of the Loan is hereby reduced to Two Million One Hundred Sixty-Nine Thousand Five and 97/100 Dollars (\$2,169,005.97). Any reference to the principal amount of the Loan shall mean Two Million One Hundred Sixty-Nine Thousand Five and 97/100 Dollars (\$2,169,005.97).

(b) Principal and interest payments shall be made as set forth in the Note.

(c) The term "Loan Rate" shall mean either the "Floating Rate" or "LIBOR Rate" (as such terms are defined in the First Amended Note), as such interest rates are in effect from time to time during the term of the Loan.

3. **Loan Fee.** In consideration of Lender's agreeing to modify the Loan Documents and enter into this Agreement, as a condition precedent thereto, and in addition to any other loan expenses as provided in Paragraph 10 herein, Borrower shall pay to Lender a Loan Fee in the amount of Eight Thousand One Hundred Thirty-Four and no/100 Dollars (\$8,134.00) upon execution of this Agreement.

4. **Debt Service Coverage Ratio.** Borrower covenants and agrees that the minimum Debt Service Coverage Ratio ("DSCR"), as defined in the Debt Service Coverage Ratio Agreement between Borrower and Lender dated March 8, 1996, shall hereafter be not less than 1.50:1.00 for the term of the Loan. DSCR shall be calculated as the ratio of net income to debt service.

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5. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The DSCR is not less than 1.50:1.00.

(b) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(c) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(d) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(e) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(f) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(g) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

6. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 1409 7591328 SK (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

7. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

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8. **Financial Statements.** The Borrower represents and warrants that the financial statements for the Borrower and the Property previously submitted to the Lender are true, complete and correct in all material respects, disclose all actual and contingent liabilities of the Borrower or relating to the Property and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of the Borrower or the Property from the dates of said financial statements until the date hereof. The Borrower shall furnish to the Lender such financial information regarding the Borrower, the Property and each Guarantor as the Lender may from time to time reasonably request, which shall include, without any further request therefor, (a) annual financial statements for each Guarantor certified by such Guarantor to be true, correct and complete, in each case, no later than ninety (90) days after the end of each year, and (b) within thirty (30) days after their filing, copies of the federal income tax returns of each Guarantor. In addition, Borrower shall use its best efforts to obtain and provide to Lender annual financial statements for any tenant at the Property representing more than 25% of the rentable space or 25% of the gross rental income from the Property, which financial statements shall include a balance sheet, statement of income, no later than thirty (30) days after the end of each such tenant's fiscal year, all in form, scope and detail satisfactory to the Lender.

9. **Accounts.** Borrower hereby covenants and agrees to set up and maintain all operating accounts and other accounts related to the Property with Lender for the term of the Loan.

10. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses and the Loan Fee described in Paragraph 3 above.

11. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

(i) **Collateral Protection Act.** Pursuant to the requirements of the Illinois Collateral Protection Act, Borrower is hereby notified as follows: Unless the Borrower provides the Lender with evidence of the insurance coverage required by the Mortgage, or any of the other Loan Documents, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the Property or any other collateral for Borrower's indebtedness or obligations to Lender. This insurance may, but need not protect Borrower's interests. The coverage the Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property or any other collateral for Borrower's indebtedness or obligations to Lender. Borrower may later cancel any insurance purchased by Lender but only after providing Lender with evidence that Borrower has obtained insurance as required by the Mortgage, or any of the other Loan Documents. If Lender purchases insurance for the Property or any other collateral for the indebtedness or obligations, Borrower will be responsible for the costs of that insurance, including interest in any other charges that Lender may lawfully impose in connection with the placement of the insurance, until the effective

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date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding indebtedness. The costs of the insurance may be more than the cost of insurance that Borrower may be able to obtain on its own.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this First Modification of Loan Documents dated as of the day and year first above written.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor in interest to LaSalle Northwest National Bank,

By: Thomas A. Borow
Name: Thomas A. Borow
Title: Vice President

BORROWER:

FAIRWAY BUILDING LIMITED PARTNERSHIP, an Illinois limited partnership

By: _____
Name: Gerald Lee Nudo
Title: Its General Partner

By: _____
Name: Laurence H. Weiner
Title: Its General Partner

GUARANTOR:

By: _____
Name: Gerald Lee Nudo, an individual

By: _____
Name: Laurence H. Weiner, an individual

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this First Modification of Loan Documents dated as of the day and year first above written.

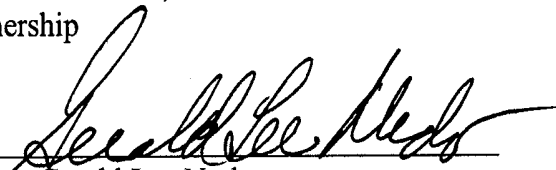
LENDER:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association, as successor in interest to LaSalle Northwest National Bank,

By: _____
Name: Thomas A Borow
Title: Vice President

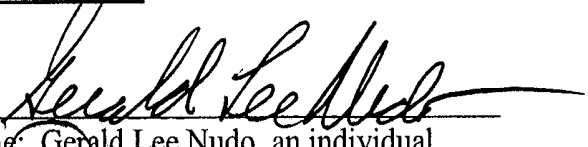
BORROWER:

FAIRWAY BUILDING LIMITED PARTNERSHIP, an Illinois limited partnership

By: 
Name: Gerald Lee Nudo
Title: Its General Partner

By: _____
Name: Laurence H. Weiner
Title: Its General Partner

GUARANTOR:

By: 
Name: Gerald Lee Nudo, an individual

By: _____
Name: Laurence H. Weiner, an individual

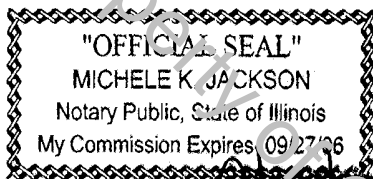
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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Michele Jackson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Thomas A. Borow**, Vice President of LaSalle Bank National Association, as successor in interest to LaSalle Northwest National Bank, is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of November, 2005.



Michele Jackson
Notary Public

My Commission Expires: 9/27/06

STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Gerald Lee Nudo** and **Laurence H. Weiner**, General Partners of Fairway Building Limited Partnership, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act on behalf of Fairway Building Limited Partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of November, 2005

Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Thomas A. Borow**, Vice President of LaSalle Bank National Association, as successor in interest to LaSalle Northwest National Bank, is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of November, 2005.

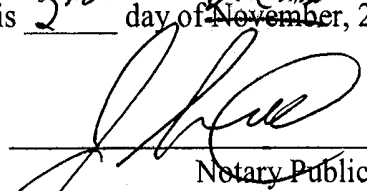
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

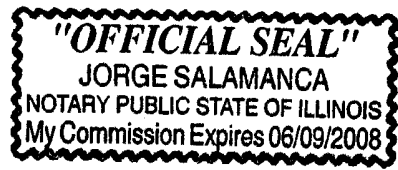
I JORGE SALAMANCA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Gerald Lee Nudo** and **Laurence H. Weiner**, General Partners of Fairway Building Limited Partnership, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act on behalf of Fairway Building Limited Partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of December, 2005



Notary Public

My Commission Expires: 06/09/2008

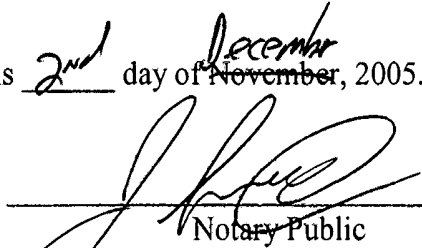


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STATE OF ILLINOIS)
).ss
COUNTY OF Cook)

I JORGE SALAMANCA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Gerald Lee Nudo** and **Laurence H. Weiner** are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of December, 2005.



Notary Public

My Commission Expires: 06/09/2008



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EXHIBIT A

THE PROPERTY

PARCEL 1:

LOTS 17 TO 19, IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1924 AS DOCUMENT 8503410 IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 9 IN THE SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 20 IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION; AND RUNNING THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 20, EXTENDED EAST, A DISTANCE OF 200 FEET, TO THE EXTENSION OF THE EAST LINE OF LOT 24; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 24, EXTENDED SOUTH, A DISTANCE OF 70 FEET, TO A POINT ON THE SAID LINE, 295 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID LOT 24; THENCE SOUTHWESTERLY 308.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17, AS AFORESAID; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PIN: 10-22-100-013-0000
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10-22-100-015-0000
10-22-100-040-0000

Commonly known as: 8707 Skokie Boulevard, Skokie, Illinois