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0607232000

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

Doc#: 0607232000 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/13/2006 12:07 PM Pg: 1 of 9

COMMONLY KNOWN AS: 1314 Ridge, Evanston, Illinois
P.I.N.: 11-18-325-009-0000

COMMONLY KNOWN AS: 1311 Asbury Avenue, Evanston, Illinois
P.I.N.: 11-18-325-012-0000

COMMONLY KNOWN AS: 1321 Asbury Avenue, Evanston, Illinois
11-18-325-016-0000

LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), Asbury Ridge, LLC, an Illinois limited liability company ("Borrower"), Vladimir Novakovic and Manoocher Niazmand (collectively "Guarantors") and The PrivateBank and Trust Company, an Illinois banking corporation ("Lender").

RECITALS:

A. Borrower holds fee simple title to certain real estate commonly known as 1314 Ridge, Evanston, Illinois, 1311 Asbury Avenue, Evanston, Illinois, and 1321 Asbury Avenue, Evanston, Illinois (collectively the "Real Estate"), which is legally described on Exhibit A attached hereto. Guarantors are affiliated with Borrower.

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B. On August 23, 2004, Borrower, Guarantors and Lender entered into a Construction Loan Agreement ("Loan Agreement"), pursuant to which Borrower executed and delivered to Lender a Promissory Note Evidencing a Non-Revolver Line of Credit in the amount of \$6,600,000 ("Note") which evidenced a loan in the amount of \$6,600,000 ("Loan"). The proceeds of the Loan were to be used to convert the 15,000 square-foot building, the 8,000 square-foot coach house and the vacant space comprising the Real Estate into seven (7) home sites for development ("Lots") and six (6) condominium units ("Units"). To secure the Note, Borrower and Guarantors executed and delivered to Lender the following documents (collectively "Security Documents"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage") executed by Borrower and covering the Real Estate, which was recorded with the Cook County Recorder of Deeds on September 21, 2005 as Document No. 05 _____;
2. Guaranties of Note, Mortgage, Loan Agreement and Other Undertakings of Guarantors executed by Guarantors (the "Guaranties");
3. an Environmental, ADA and ERISA Indemnification Agreement executed by Borrower and Guarantors;
4. UCC Financing Statements; and
5. other documents of a security, collateral and evidentiary nature.

C. The outstanding principal balance of the loan is \$4,694,699. Borrower has requested Lender to extend the date for payment in full of the Loan from August 1, 2005 to August 1, 2006. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

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1. Subparagraph (b) of the Note is hereby modified and amended to change the maturity date of August 1, 2005 to August 1, 2006. The Security Documents are hereby modified and amended to secure the Note as hereby revised all references to the Note in the Security Documents are amended to refer to the Note as hereby modified.

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

(a) a title insurance policy or endorsement to Lender's current loan title insurance policy which insures the Mortgage as modified by this Modification as a first lien on the Real Estate subject only to such exceptions as Lender shall permit;

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

(c) updated evidence of fire, casualty, builder's risk, worker's compensation and comprehensive general public liability insurance;

(d) a Certificate of Good Standing of Borrower;

(e) a Borrowing Resolution of Borrower;

(f) certified copies of any real estate sale contracts for Units or Lots;

(g) an updated Sworn Owner's Statement;

(h) an updated Sworn Contractor's Statement;

(i) an updated Construction Schedule;

(j) an updated Construction Budget; and

(k) a Loan Settlement Statement showing payment of Lender's expenses.

3. This 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 ("Loan Documents") reference is made to the Loan Documents aforesaid, such

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reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained or contained in the Note.

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

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

6. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.

7. Guarantors hereby affirm their obligations under the Guaranties and agree that the Guaranties are amended and extended to cover and guaranty the Note as hereby amended. Guarantors hereby expressly acknowledge and confirm that by executing this 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.

8. BORROWER AND GUARANTORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE AS HEREBY REVISED, THE MORTGAGE OR THIS MODIFICATION, OR ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR

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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.

9. 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 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 or Guarantors or their property in the courts of any other jurisdictions.

10. 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 any 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

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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, Borrower and Guarantors 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 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.

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

August 1st, 2005.

LENDER:

The PrivateBank and Trust Company, an Illinois banking corporation

By: [Signature]
Its MANAGING DIRECTOR

GUARANTORS:

[Signature]
Vladimir Novakovic

[Signature]
Manoocher Niazmand

BORROWER:

Asbury Ridge, LLC, an Illinois limited liability company

By: [Signature]
Vladimir Novakovic, Member

By: [Signature]
Daniel Herlo, Member

By: [Signature]
Manoocher Niazmand, Member

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 DANIEL SIAMAK 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 August 1, 2005.
[Signature]
Notary Public



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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that ^{OK} Vladimir Novakovic, ~~Daniel Herb~~ and Manoocher Niazmand, the sole members of Asbury Ridge, LLC, an Illinois 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 they signed and delivered the said instrument as their 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 August 1, 2005.

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

[Signature]

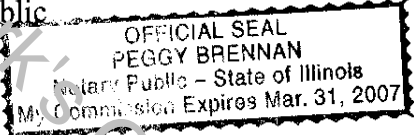
Notary Public


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

GIVEN under my hand and Notarial Seal August 1, 2005.

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

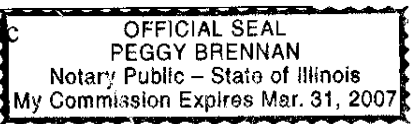
[Signature]

Notary Public


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

GIVEN under my hand and Notarial Seal August 1, 2005.

[Signature]

Notary Public


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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1, 2, 3, 4, 5 AND 6 IN BUELL'S SUBDIVISION OF LOTS 3, 4 AND 5 (EXCEPT PART TAKEN FOR DEMPSTER STREET) IN OWNER'S SUBDIVISION OF BLOCK 44 IN EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1314 Ridge, Evanston, Illinois
P.I.N.: 11-18-325-009-0000

PARCEL 2:

LOT 14 (EXCEPT THE SOUTH 33 FEET THEREOF) IN BLOCK 44 IN EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 AND SECS 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1311 Asbury Avenue, Evanston, Illinois
P.I.N.: 11-18-325-012-0000

PARCEL 3:

LOTS 4 AND 5 TOGETHER WITH THAT PART OF LOT 1 LYING EAST OF AND ADJOINING SAID LOTS 4 AND 5 AND WEST OF THE EAST LINE OF LOT 2 EXTENDED SOUTH TO THE SOUTH LINE OF LOT 1 ALL IN SUBDIVISION OF LOT 1 AND 2 OF OWNER'S SUBDIVISION IN BLOCK 44 OF EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 AND SECTIONS 7, 18 AND 19 TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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