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Doc#: 0611034050 Fee: \$52.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/20/2006 11:42 AM Pg: 1 of 15

This instrument prepared by
and please return to:
Kimberly K. Enders, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



P.I.N.: See attached Exhibit A
COMMONLY KNOWN AS: See attached Exhibit A

SECOND LOAN MODIFICATION AGREEMENT AND ASSUMPTION AND RELEASE AGREEMENT

This instrument is an Second Loan Modification and Assumption and Release Agreement ("Second Modification") among American Chartered Bank, an Illinois banking corporation ("Lender"), Solo Development Group III, LLC, an Illinois limited liability company ("Borrower"), Jay S. Meystel, Joel A. Meystel, Meystel, Inc., an Illinois corporation, and See Wong (collectively, "Guarantors"), 1240 S. Wabash Corp., an Illinois corporation ("1240 S. Wabash Corp.") and Wong's Corporation, an Illinois corporation ("Wong's Corporation"). Jay S. Meystel, Joel A. Meystel, Meystel, Inc. and Wong's Corporation are referred to sometimes as "Remaining Guarantors."

RECITALS:

- A. Borrower holds fee simple title to certain real estate commonly known as 2059 West 35th Street, Chicago, Illinois ("Parcel No. 1"), which is legally described on Exhibit A attached hereto.
- B. 1240 S. Wabash Corp. holds fee simple title to certain real estate commonly known

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as 1354-1408 S. Wabash Avenue, Chicago, Illinois ("Parcel No. 2"), which is legally described on Exhibit A attached hereto.

C. Borrower holds fee simple title to certain real estate commonly known as 3517 South Hoyne, Chicago, Illinois ("Parcel No. 3"), which is legally described on Exhibit A attached hereto. Parcel No. 1, Parcel No. 2 and Parcel No. 3 are sometimes collectively referred to as the "Real Estate."

D. On October 12, 2004, Borrower, Lender and Guarantors entered into a Construction Loan Agreement ("Loan Agreement"), pursuant to which Borrower executed and delivered to Lender a Promissory Note in the amount of \$5,106,500.00 ("Note No. 1") which evidences a loan in the amount of \$5,106,500.00 ("Loan No. 1"). To secure the obligations of the Loan Agreement and Note No. 1, Borrower, Guarantors and 1240 S. Wabash Corp. executed and delivered to Lender the following documents and items (collectively "Security Documents No. 1"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage No. 1") executed by Borrower and 1240 S. Wabash Corp. and covering Parcel No. 1 and Parcel No. 2, which Mortgage No. 1 was recorded with the Cook County Recorder of Deeds on October 18, 2004 as Document No. 00429233193;

2. a UCC Financing Statement;

3. a Guaranty of Note, Mortgage, and Other Undertakings ("Guaranty No. 1") executed by Guarantors;

4. an Environmental, ADA and ERISA Indemnification Agreement executed by Borrower and Guarantors ("Indemnity No. 1");

5. an Assignment and Pledge of Earnest Money and Real Estate Sale Contracts;

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6. an Assignment of Plans and Specifications and Architectural Contract;
7. an Assignment of Plans and Specifications and Engineering Contract;
8. an Assignment of Permits, Licenses and Agreements; and
9. an Assignment of General Construction Contract.

E. On March 25, 2005, Borrower, Guarantors, 1240 S. Wabash Corp. and Lender entered into a Loan Modification Agreement ("Modification"), pursuant to which Lender agreed to increase the amount of Loan No. 1 by \$400,000.00 to \$5,506,500.00 ("Revised Loan No. 1") to pay increased construction costs for the Project. Concurrently therewith, Borrower executed a Promissory Note in the amount of \$5,506,500.00 ("Revised Note No. 1") and Guarantors executed a revised Guaranty of Note, Mortgage and Other Undertakings ("Revised Guaranty No. 1"). The Modification was recorded with the Cook County Recorder of Deeds on June 7, 2005 as Document No. 0515839027.

F. On October 6, 2005, Borrower executed and delivered to Lender a Promissory Note in the amount of \$520,000.00 ("Note No. 2"), which evidences a loan in the amount of \$520,000.00 ("Loan No. 2"), the proceeds of which were used to acquire Parcel No. 3. To secure the obligations of Note No. 2, Borrower, Guarantors and 1240 S. Wabash Corp. executed and delivered to Lender the following documents and items (collectively "Security Documents No. 2"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing ("Mortgage No. 2") executed by Borrower and 1240 S. Wabash Corp. and covering all three (3) parcels of the Real Estate, which Mortgage No. 2 was recorded with the Cook County Recorder of Deeds on November 29, 2005 as Document No. 0533335240;

2. a UCC Financing Statement;

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3. a Guaranty of Note, Mortgage, and Other Undertakings (“Guaranty No. 2”) executed by Guarantors;

4. an Environmental, ADA and ERISA Indemnification Agreement executed by Borrower and Guarantors (“Indemnity No. 2”); and

5. an Interest Reserve Agreement.

G. See Wong has now requested Lender to consent to the transfer of his membership interests in Borrower to Wong’s Corporation, of which See Wong is the president and sole shareholder and to accept Wong’s Corporation Guaranty in place of his guaranty and to release him from the obligations of Revised Guaranty No. 1 and Guaranty No. 2. 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 hereby agree as follows:

1. Lender hereby consents to the transfer of See Wong’s membership interests in Borrower to Wong’s Corporation releases See Wong from his obligations pursuant to Revised Guaranty No. 1 and Guaranty No. 2 on the condition that Wong’s Corporation execute and deliver this Second Modification to Lender and fulfill the conditions hereof including execution and delivery of Wong’s Corporation’s Guaranty. All references to “Guarantors” in the Security Documents, Guaranty No. 1, Revised Guaranty No. 1, Guaranty No. 2 (collectively the “Guaranties”), Loan Agreement, Modification, Mortgage No. 1, Mortgage No. 2 (collectively “Mortgages”), Note No. 1, Revised Note No. 1 and Note No. 2 (collectively “Notes”) are hereby modified and amended to include Wong’s Corporation as a Guarantor.

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2. Borrower, Remaining Guarantors and 1240 S. Wabash Corp. (collectively “Debtor Parties”) hereby jointly and severally agree to pay to Lender the outstanding indebtedness of and to perform individually all covenants and conditions contained in the Guaranties, Loan Agreement, Modification, Second Modification, Mortgages, Notes and the other Security Documents (collectively “Loan Documents”). Debtor Parties hereby renew, remake and reaffirm the representation and warranties contained in the Loan Documents. Wong’s Corporation hereby assumes all of the obligations of See Wong regarding the Loan Documents.

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

- (a) a Guaranty of Notes, Mortgages and Other Undertakings executed by Wong’s Corporation (“Wong’s Corporation Guaranty”);
- (b) organizational documents of Wong’s Corporation as follows:
 - (i) Articles of Incorporation for Wong Investment and Consulting, Inc.;
 - (ii) Articles of Amendment changing the name of Wong Investment and Consulting, Inc., to Wong’s Corporation;
 - (iii) By-laws, if any;
 - (iv) Corporate Resolution;
 - (v) Incumbency Certificate; and
 - (vi) a printout from the Illinois Secretary of State’s website showing that Wong’s Corporation is in good standing;
- (c) an organizational resolution from Borrower consenting to this Second Modification;

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(d) a printout from the Illinois Secretary of State's website showing that Borrower is in good standing;

(e) a corporate resolution from Borrower's manager consenting to this Second Modification;

(f) a printout from the Illinois Secretary of State's website showing that Borrower's manager is in good standing;

(g) a corporate resolution from 1240 Wabash Corp. consenting to this Second Modification;

(h) a printout from the Illinois Secretary of State's website showing that 1240 Wabash Corp. is in good standing;

(i) a certified copy of See Wong's assignment of his membership interests in Borrower to Wong's Corporation; and

(j) payment of Lender's fee and costs as provided in Section 6 hereof.

4. This Second 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 Notes or the 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 Mortgages, or the covenants, conditions and agreements therein contained or contained in the Notes, the Mortgages, the Modification, the Second Modification, the Loan Agreement or the Security Documents.

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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. See Wong and Wong's Corporation agree that all times while Revised Loan No 1 and Loan No. 2 remain outstanding, Wong's Corporation will maintain tangible net worth in at least the amount as it possesses as of the date hereof.

7. Borrower hereby agrees to pay Lender its expenses arising out of and in connection with this including, but not limited to, attorneys' fees, title insurance premiums and filing fees.

8. Remaining Guarantors hereby affirm their obligations under the Guaranties and hereby expressly acknowledge and confirm that by executing this Second 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 Remaining Guarantors and without such action releasing, modifying, or affecting the obligations of Remaining Guarantors or affecting the security heretofore granted to Lender.

9. DEBTOR PARTIES AND SEE WONG 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 LOAN DOCUMENTS 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 AND DEBTOR PARTIES AND SEE WONG ARE ADVERSE PARTIES. THIS

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PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO DEBTOR PARTIES, OR ANY OF THEM.

10. DEBTOR PARTIES AND SEE WONG HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND DEBTOR PARTIES AND SEE WONG HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. DEBTOR PARTIES AND SEE WONG 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. DEBTOR PARTIES AND SEE WONG 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 SUCH DEBTOR PARTIES AND SEE WONG AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF LENDER. DEBTOR PARTIES AND SEE WONG 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.

DEBTOR PARTIES AND SEE WONG 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 HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE

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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 DEBTOR PARTIES AND SEE WONG OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

11. Debtor Parties and See Wong warrant to Lender that neither Debtor Parties and See Wong 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.

Debtor Parties and See Wong hereby covenant to Lender that if they become aware that they or any affiliate is identified on any Blocked Persons List, Debtor Parties and See Wong shall immediately notify Lender in writing of such information. Debtor Parties and See Wong 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

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and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of the Lender and encumbering, any part of the Premises (as defined in the Mortgages) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

Signature page follows

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IN WITNESS WHEREOF, the parties hereto have executed this Second Modification on April 7, 2006.

LENDER:

American Chartered Bank, an Illinois banking corporation

By: Michael K. Fulle
Its VP

1240 S. WABASH CORP.:

1240 S. Wabash Corp., an Illinois corporation

By: Joel A. Meystel
Its PRESIDENT

Attest:
x Its Joel A. Meystel VICE PRESIDENT

WONG'S CORPORATION:

Wong's Corporation, an Illinois corporation

By: [Signature]
See Wong, President

BORROWER:

Solo Development Group III, LLC, an Illinois limited liability company

By: Meystel, Inc., an Illinois corporation, its managing member

By: [Signature]
Its PRESIDENT

GUARANTORS:

[Signature]
Joel A. Meystel

[Signature]
Jay S. Meystel

Meystel, Inc. an Illinois corporation

By: [Signature]
Its PRESIDENT

[Signature]
See Wong

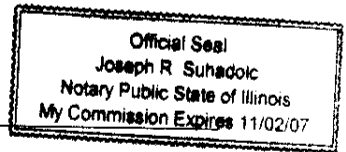
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STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Stephen M. Forde, V.P. of American Chartered Bank, 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 04/07, 2006.

Joseph R. Suhadolc
Notary Public

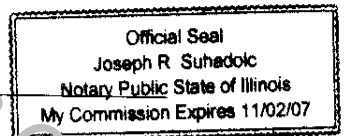


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that J. Meystel, President of Meystel, Inc., an Illinois corporation, managing member of Solo Development Group III, LLC, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 04/07, 2006.

Joseph R. Suhadolc
Notary Public

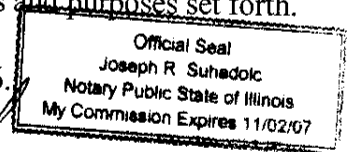


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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

GIVEN under my hand and Notarial Seal 04/07, 2006.

Joseph R. Suhadolc
Notary Public

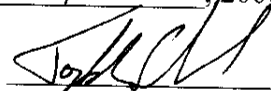


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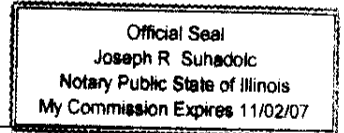
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Jay S. Meystel, 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 04/07, 2006.



Notary Public



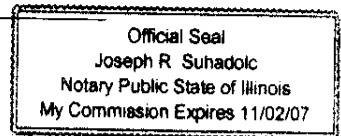
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that J. Meystel and Joel Meystel, President and V.P. of 1240 S. Wabash Corp., an Illinois corporation, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 04/07, 2006.



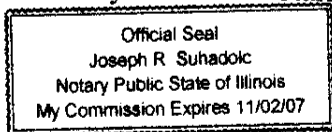
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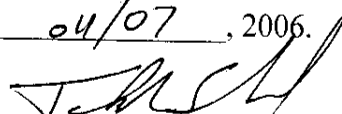


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that J. Meystel, President of Meystel, Inc., an Illinois corporation, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 04/07, 2006.





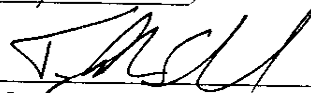
Notary Public

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

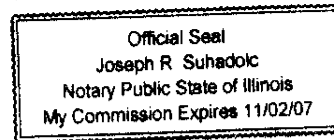
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that See Wong, President of Wong's Corporation, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 04/07, 2006.



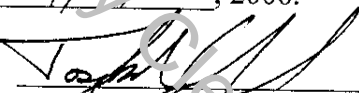
Notary Public

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

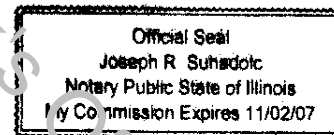


The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that See Wong, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said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

GIVEN under my hand and Notarial Seal 04/07, 2006.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL NO. 1:

LOTS 1, 2, 3, 4 AND 5 IN GEORGE AND WILLIAM EARL'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2059 WEST 35th STREET, CHICAGO, ILLINOIS
P.I.N.: 17-31-306-001-0000

PARCEL NO. 2: (A)

LOTS 29, 30, 31, 32 AND 35 (EXCEPT THE WEST 25 FEET OF SAID LOTS) IN BLOCK 17 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL NO. 2: (B)

THAT PART OF WEST 14TH STREET LYING NORTH AND ADJOINING LOT 32 AND LYING SOUTH AND ADJOINING LOT 35 IN BLOCK 10 IN HERRINGTON ADDITION TO CHICAGO.

COMMONLY KNOWN AS: 1354-1408 S. Wabash Avenue, Chicago, Illinois
P.I.N.: 17-22-103-032-0000; 17-22-106-026-0000;
17-22-106-027-0000; 17-22-106-028-0000

PARCEL NO. 3:

LOTS 6 AND 7 IN GEORGE AND WILLIAM EARL'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3517 SOUTH HOYNE, CHICAGO, ILLINOIS
P.I.N.: 17-31-306-006-0000 AND 17-31-306-007-0000