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



Doc#: 0620734039 Fee: \$52.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/26/2006 10:33 AM Pg: 1 of 15

COMMONLY KNOWN AS: 5756 N. CAMPBELL, CHICAGO, IL
P.I.N.: 13-01-421-020-0000, VOL. 317

SECOND LOAN MODIFICATION AGREEMENT

This instrument is a Second Loan Modification Agreement ("Second Modification") among Builders Capital, LLC, an Illinois limited liability company ("Lender"), 5756 Campbell, LLC, an Illinois limited liability company ("Borrower"), Ilie Venter, Venter & Associates, Inc., an Illinois corporation, Ralph Venter and Teofil Scorte (collectively "Guarantors").

RECITALS:

A. Borrower holds fee simple title to certain real estate commonly known as 5756 N. Campbell, Chicago, Illinois ("Real Estate"), which is legally described on Exhibit A attached hereto.

Guarantors are affiliated with Borrower.

B. On or about October 27, 2005, Borrower, Guarantors and Lender entered into a Construction Loan Agreement ("Loan Agreement"), pursuant to which Borrower executed and delivered to Lender a Promissory Note in the amount of \$483,025.00 ("Note") which evidenced a loan in the amount of \$483,025.00 ("Loan"). To secure the Note, Borrower and Guarantors executed and delivered to Lender the following documents ("Security Documents"):

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1. a Junior Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing covering the Real Estate ("Mortgage") which Mortgage was recorded with the Cook County Recorder of Deeds on December 15, 2005 as Document No. 0534926026;

2. an Environmental, ADA and ERISA Indemnification Agreement executed by Borrower and Guarantors;

3. a UCC Financing Statement executed by Borrower;

4. a Guaranty of Payment and Performance of Guarantors ("Guaranty"); and

5. other documents of a security, collateral and evidentiary nature.

C. On or about April 1, 2006, 744 Cornelia, LLC, an Illinois limited liability company and an affiliate of Borrower ("Cornelia LLC), Lender, and certain other parties affiliated with Borrower and Guarantors, entered into a Construction Loan Agreement ("Cornelia Loan Agreement") pursuant to which Lender granted to Cornelia LLC a loan in the amount of \$200,000.00 ("Cornelia Loan"), which is evidenced by a Promissory Note in the amount of \$200,000.00 ("Cornelia Note"). The Cornelia Note is secured by a Junior Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing on the real estate commonly known as 744 W. Cornelia, Chicago, Illinois ("Cornelia Mortgage"), which was recorded with the Cook County Recorder of Deeds on May 17, 2006 as Document No. 0613734099. The Cornelia Loan Agreement, Cornelia Mortgage, Cornelia Note and other documents associated therewith are collectively referred to herein as the "Cornelia Security Documents." Pursuant to a Loan Modification Agreement ("Modification") executed concurrently therewith, the Cornelia Loan was cross-collateralized and cross-defaulted with the Loan.

D. Concurrently herewith, Lender is granting to 4444 North Sheridan, Inc., an Illinois corporation and an affiliate of Borrower and Guarantors ("Sheridan Inc.") a loan in the amount of

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\$200,000.00 (“Sheridan Loan”) which will be evidenced by a Promissory Note executed by Sheridan Inc. in the amount of \$200,000.00 (“Sheridan Note”). The Sheridan Note will be secured by a Junior Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing (“Sheridan Mortgage”) securing 4444 N. Sheridan Road, Chicago, Illinois, and a Construction Loan Agreement (“Sheridan Loan Agreement”) and other documents of even date herewith (collectively “Sheridan Loan Documents”). As a condition of granting the Sheridan Loan, Lender requires that: (1) the Sheridan Note be secured by the Real Estate, the Security Documents and by other real estate that secures certain credit facilities granted by Lender to Borrower, Guarantors and their affiliates, and (2) Borrower and Guarantors agree that an event of default under the terms of the Sheridan Note or Sheridan Security Documents will constitute a default of the Security Documents set forth herein, and that a default under the Security Documents set forth herein will constitute a default under the Sheridan Note and Sheridan Security Documents. The parties agree to these conditions subject to the terms below.

NOW, THEREFORE, to secure the payment and performance of Indebtedness Hereby Secured (as defined in the Mortgage), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The Mortgage is hereby modified and amended to secure the Sheridan Note in the amount of \$200,000.00, a copy of which is attached hereto as Exhibit B. It is hereby agreed that any default of the Note, the Security Documents, the Mortgage or the Security Documents, or any other documents executed pursuant thereto (collectively “Loan Documents”) will be an event of default of the Sheridan Note and the Sheridan Security Documents. A default of the Sheridan Note or Sheridan Security Documents will be an event of default of the Note and the Loan Documents. All references

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to the "Note" in the Security Documents are modified and amended to include the indebtedness evidenced by the Sheridan Note, in the additional amount of \$200,000.00.

2. Lender shall record this Second Modification forthwith. It is a condition precedent to the effectiveness of this Second Modification that Borrower provides Lender with an endorsement to its title insurance policy covering the Mortgage showing that Borrower holds fee simple title to the Real Estate and increasing the amount of title insurance coverage by \$200,000.00, the amount of the Sheridan Loan.

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) the Sheridan Note in the amount of \$200,000.00;
- (b) a date down endorsement to Lender's loan title insurance policy covering the Mortgage, which increases the amount of insurance by the amount of \$200,000.00 and insures the Mortgage as modified by this Second Modification as a first lien on the Real Estate subject only to such exceptions as Lender shall permit, and which reflects and insures that Borrower is the holder and owner of fee simple interest in the Real Estate; and
- (c) such other documents and items as are required by Lender.

4. This Second Modification shall be effective upon Lender's receipt of this Second Modification executed by the parties hereto and upon the satisfaction of the requirements stated herein.

5. This Second Modification shall constitute an amendment of the Security Documents and wherever in said instruments or in any of 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

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herein contained shall in any manner affect the lien or priority of the Mortgage or the Security Documents, or the covenants, conditions and agreements therein contained or contained in the Note or the Sheridan Note or the Loan Documents or Sheridan Loan Documents.

6. 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.

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

8. Borrower and Guarantors hereby agree to pay all of Lender's expenses arising out of and in connection with this Second Modification including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

9. Guarantors hereby affirm their obligations under their Guaranty and agree that the amount secured and supported under the Guaranty is increased by the amount of \$200,000.00. All references in the Guaranty to the Note, Mortgage or Loan Agreement shall be revised hereby to include the indebtedness evidenced by the Sheridan Note. Guarantors 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 Guarantors and without such action releasing, modifying, or affecting the obligations of Guarantors or affecting the security heretofore granted to Lender.

10. 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, THE LOAN

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DOCUMENTS OR ANY OF THE OTHER OBLIGATIONS, OR THE COLLATERAL SECURED BY THE SECURITY DOCUMENTS, OR SHERIDAN SECURITY DOCUMENTS, OR ANY AGREEMENT, EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER, BORROWER AND GUARANTORS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER OR GUARANTORS, OR ANY OF THEM.

11. 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 hereinabove 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

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against Borrower and Guarantors or their property in the courts of any other jurisdictions.

12. 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 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.

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 Security 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 Security Documents.

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

4-1, 2006, To be effective as of May 1, 2006

LENDER:

Builders Capital, LLC, an Illinois limited liability company

By: [Signature]
Denis J. Daly, Jr., its Managing Member

BORROWER:

5756 Campbell, LLC, an Illinois limited liability company

By: [Signature]
Ralph Venter, manager

By: [Signature]
Teofil Scorte, manager

GUARANTORS:

Venter & Associates, Inc., an Illinois corporation

By: [Signature]
Ilie Venter, its President

[Signature]
Ralph Venter

[Signature]
Teofil Scorte

[Signature]
Ilie Venter

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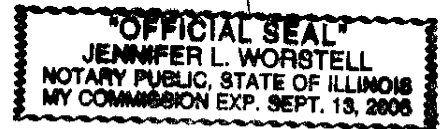
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Denis J. Daly, Jr., Managing Member of Builders Capital, 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 9-1, 2006.

Jennifer L. Worstell
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 Ilie Venter, individually and as President of Venter & Associates, 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 said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 9-1, 2006.

Lavinia Corescu
Notary Public

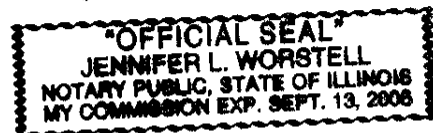


STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Teofil Scorte, individually and as Manager of 5756 Campbell, 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 for the uses and purposes set forth.

GIVEN under my hand and Notarial Seal 9-1, 2006.

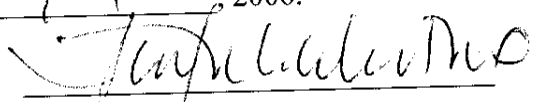
Jennifer L. Worstell
Notary Public



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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 Ralph Venter, individually and as Manager of 5756 Campbell, 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 for the uses and purposes set forth.

GIVEN under my hand and Notarial Seal 7-1 2006.


 Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOT 39 IN WILLIAM DEERING SURRENDEN SUBDIVISION OF THE WEST 1/2 OF THE
NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 4444 N. SHERIDAN ROAD, CHICAGO, ILLINOIS
P.I.N.: 14-17-225-017-0000

UNOFFICIAL COPY**EXHIBIT B**
PROMISSORY NOTE

\$200,000.00

May __, 2006

FOR VALUE RECEIVED the undersigned, 4444 North Sheridan, Inc., an Illinois corporation ("Borrower"), promises to pay to the order of Builders Capital, LLC, an Illinois limited liability company (said lender and each successive owner and holder of this Note being hereinafter called "Holder"), the principal sum of Two Hundred Thousand and no/100 (\$200,000.00) Dollars, or so much thereof as may from time to time be outstanding, together with interest on the balance of principal from time to time remaining unpaid, in the amounts, at the rates and on the dates hereafter set forth.

(a) Interest shall accrue on the outstanding principal balance of the Note at the rate of fifty (50%) percent per annum.

(b) Unless extended pursuant to subparagraph (c) hereof, on or before the earlier of: (i) May 1, 2007, or (ii) thirty (30) days after the maturity of the promissory note of First National Bank of Grant Park or its successors in the amount of \$1,680,000, as executed on even date herewith ("Maturity Date"), Borrower shall pay to Bank the amount of \$300,000.00.

(c) Provided Borrower is not in default hereunder, Borrower may extend the Maturity Date of this Note until May 1, 2008 ("Extended Maturity Date") by notifying Holder in writing, which notice shall be irrevocable, at least thirty (30) days before the Maturity Date.

(d) On or before the Extended Maturity Date, Borrower shall pay to Bank the amount of \$300,000.00 plus such additional interest as has accrued on the outstanding balance at the rate set forth in subparagraph (a) hereof.

This Note is executed pursuant to the terms of a Construction Loan Agreement ("Loan Agreement") and is secured by an instrument entitled "Junior Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing" ("Mortgage"), among other documents ("Security Documents"), executed and delivered concurrently herewith.

The principal hereof, including each installment of principal, shall bear interest after an Event of Default (as described in the Security Documents), not cured within the applicable cure period, at the annual rate (herein called the "Default Rate") of thirty (30%) percent per annum.

Interest shall be calculated on the basis of a calendar year having three hundred sixty (360) days and shall be paid for the actual days outstanding.

Payment upon this Note shall be made in lawful money of the United States at such place as the Holder of this Note may from time to time in writing appoint and in the absence of such appointment, shall be made at the offices of Builders Capital, LLC, 210 Quail Ridge Drive, Westmont, Illinois 60559.

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Without limiting the provisions of the succeeding paragraphs, in the event any payment of interest is not paid within ten (10) days after the date the same is due, the undersigned promises to pay a late charge ("Late Charge") of ten (10.0%) percent of the amount so overdue to defray the expense incident to handling any such delinquent payment or payments.

At the election of the Holder hereof, without notice, the principal sum remaining unpaid hereon, together with accrued interest, shall be and become at once due and payable in the case of default for five (5) days in the payment of principal or interest or fifteen (15) days in the payment of any other monies when due in accordance with the terms hereof or upon the occurrence of any Event of Default under the Security Documents.

Under the provisions of the Security Documents, the unpaid balance hereunder may, at the option of Holder, be accelerated and become due and payable forthwith upon the happening of certain events as set forth therein. The Security Documents are, by this reference, incorporated herein in their entirety and notice is given of such possibility of acceleration.

No failure on the part of Holder or any holder hereof to exercise any right or remedy hereunder, whether before or after the occurrence of an event of default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate, nor acceptance of a past-due installment, nor indulgence granted shall be construed to be a waiver of the right to insist upon prompt payment and to impose the late payment penalty and the default rate, retroactively or prospectively, or shall be deemed a waiver of any right of acceleration or any other right which Holder may have, whether by law or agreement or otherwise. None of the foregoing shall operate to release, change or affect the liability of Borrower, or any endorser or guarantor of this Note, and Borrower hereby expressly waives the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing.

Borrower waives notice of default, presentment, notice of dishonor, protest and notice of protest.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceeding, the undersigned promises to pay all costs incurred by Holder in connection therewith including, but not limited to, court costs, litigation expenses and attorneys' fees.

Payments received on account of this Note shall be applied first to the payment of any amounts due pursuant to the next preceding paragraph, second to interest and Late Charges and the balance to principal.

Funds representing the proceeds of the indebtedness evidenced herein which are disbursed by Holder by mail, wire transfer or other delivery to Borrower, escrowees or otherwise for the benefit of Borrower shall, for all purposes, be deemed outstanding hereunder and received by Borrower as of the date of such mailing, wire transfer or other delivery, and interest shall accrue and be payable upon such funds from and after the date of such mailing, wire transfer or other delivery until repaid to Holder, notwithstanding the fact that such funds may not at any time have been remitted by such

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escrowees to Borrower.

Borrower hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Chicago, Illinois over any action or proceeding based hereon and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such state or federal court. Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower at its address as specified in the records of Holder. Borrower agrees 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 agrees not to institute any legal action or proceeding against Holder 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 right of Holder to serve legal process in any other manner permitted by law or affect the right of Holder to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions.

BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY THE RIGHT IT MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE MORTGAGE, THE LOAN AGREEMENT OR ANY OF THE OTHER OBLIGATIONS, OR THE COLLATERAL SECURED BY THE SECURITY DOCUMENTS, OR ANY AGREEMENT, EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH HOLDER AND BORROWER ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER.

Borrower warrants to Bank that neither Borrower 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 Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrower covenants to Bank that if it becomes aware that it or any affiliate is identified on any Blocked Persons List, Borrower shall immediately notify Bank in writing of such information. Borrower further agrees that in the event it or any affiliate is at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Bank to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Bank may immediately contact the Office of Foreign Assets Control and any other government agency Bank 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, Bank 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) Bank determines, in its

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sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Bank 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.

Time is of the essence of this Note and each provision hereof.

4444 North Sheridan, Inc., an Illinois corporation

By: _____

Its _____

Attest: _____

Its _____

COPY

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