



**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:**

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603

TICOR-40289/
ADDRESS OF PROPERTY:
2955-57 North Kedzie Avenue
3147-51 West Wellington Avenue
Chicago, IL 60618

Doc#: 062555177 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/12/2006 02:42 PM Pg: 1 of 8

PERMANENT INDEX NO.:
13-25-119-001-0000

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 14th day of June, 2006 by and among **MB FINANCIAL BANK, N.A.** (herein called "Lender"), **Z & B PROPERTIES L.L.C.**, an Illinois limited liability company (herein called "Borrower") and **ZACHARY D. WAGMAN** and **BARRY P. BRANDWEIN** (herein individually and collectively called "Guarantor").

WITNESSETH:

WHEREAS, Borrower is the owner of certain real estate commonly known as 2955-57 North Kedzie Avenue and 3147-51 West Wellington Avenue which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the stated principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of February 14, 2005 unless otherwise stated:

(a) Promissory Note (the "Note") made by Borrower to Lender in the stated principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00), as amended from time to time;

(b) Commercial Guaranty (the "Wagman Guaranty") made by Zachary D. Wagman in favor of Lender;

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(c) Commercial Guaranty (herein, together with the Wagman Guaranty, individually and collectively called the "Guaranty") made by Barry P. Brandwein in favor of Lender;

(d) Mortgage which was recorded in the Office of the Cook County Recorder of Deeds (the "Recorder's Office") as Document No. 0505927003 (herein called the "Mortgage") made by Borrower to Lender encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described;

(e) Assignment of Rents which was recorded in the Recorder's Office as Document No. 0505927004 made by Borrower to Lender;

(f) Undated Uniform Commercial Code Financing Statement made by Borrower, as debtor, to Lender, as secured party, which was recorded in the Recorder's Office as Document No. 0508022111; and

(g) Hazardous Substances Certificate and Indemnity Agreement which was recorded in the Recorder's Office as Document No. 0506016032 made by Guarantor in favor of Lender; and

WHEREAS, Lender and Borrower have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed, as of the date hereof, as follows:

1. Preambles. The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.
2. Definitions. All capitalized terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.
3. Increase in Loan Amount. Notwithstanding anything to the contrary contained in the Loan Documents, the stated principal amount of the Note is increased to Two Million One Hundred Forty-Four Thousand Five Hundred Dollars (\$2,144,500.00) (the "Loan Amount"). The increased Loan Amount shall be for Borrower to convert the building located on the Premises into fifteen (15) residential condominium units and two (2)

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commercial condominium units. Any reference to the Loan, the Loan Amount or to the Note in any of the Loan Documents shall be a reference to the Loan, the Loan Amount and/or the Note in the stated principal amount of Two Million One Hundred Forty-Four Thousand Five Hundred Dollars (\$2,144,500.00).

4. Payment of Fee. For and as additional consideration of Lender agreeing to enter into this Agreement, Borrower shall pay Lender at the time this Agreement is executed by Borrower a fee of Five Thousand Three Hundred Sixty-One Dollars (\$5,361.00).

5. Amendment to Note. In addition to any other modifications contained in this Agreement, the Note is hereby amended as follows:

a. The Maturity Date of the Note shall be June 14, 2007.

b. It is the intention of the parties that interest will be paid from an interest reserve established at Lender in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) and funded from the proceeds of the Loan; provided, however, the exhaustion of funds established in the interest reserve or the unavailability for disbursement of the interest reserve pursuant to the Loan Documents shall not abrogate or otherwise affect the obligation of Borrower to pay interest due hereunder.

c. Lender shall receive, at the closing of each condominium unit on the Premises, principal payments in an amount equal to one hundred percent (100%) of the net sales proceeds from the sale of said condominium unit.

6. Amendment to Mortgage. The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

7. Amendment to Guaranty. The Guaranty is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

8. Continued Priority. In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

9. Title Insurance. Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with an endorsement to its mortgagee's

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policy of title insurance ("Title Policy"), which endorsement shall be acceptable to Lender and shall guarantee as of the date hereof that:

- a. there are no objections to title except (a) the objections to title other than real estate taxes reflected on the Title Policy, and (b) general real estate taxes for the year 2005 (second installment) and subsequent years;
- b. reflects the recording of this Agreement;
- c. re-dates the effective date of the Title Policy to the date of recording of this Agreement;
- d. increases the amount of coverage to Two Million One Hundred Forty-Four Thousand Five Hundred Dollars (\$2,144,500.00);
- e. together with other endorsements required by Lender; and
- f. provides for disbursement of the Loan Amount through a construction escrow at the title company providing the Title Policy.

10. Lender Expenses. Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement and/or the implementation of the additional disbursements contemplated hereunder. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

11. Ratification. The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.


12. Joinder of Guarantor. Notwithstanding anything to the contrary contained herein Guarantor has entered into this Agreement for the limited purpose of ratifying and confirming Guarantor's obligations under the Guaranty, as amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

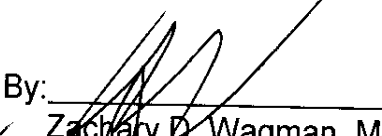
LENDER:

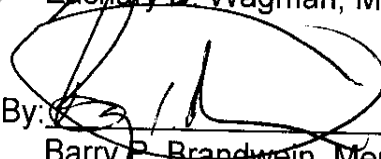
MB FINANCIAL BANK, N.A.

By: 
Name: Andrea Bender
Title: Commercial Banking Officer


BORROWER:

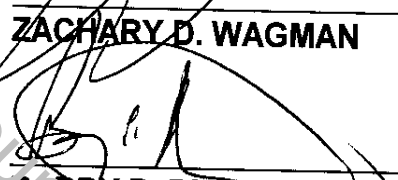
Z & B PROPERTIES L.L.C., an Illinois limited liability company

By: 
Zachary D. Wagman, Member

By: 
Barry P. Brandwein, Member

GUARANTOR:


ZACHARY D. WAGMAN


PARRY P. BRANDWEIN

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that ANDREA BENDER, the Comm'l Banking Off. of **MB Financial Bank, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ANDREA BENDER, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of **MB Financial Bank, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of AUGUST, 2006.



Jeri L. Jacobs
Notary Public

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Zachary D. Wagman**, individually and as a Member of **Z & B Properties L.L.C., 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 in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **Z & B Properties L.L.C.** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of July, 2006.

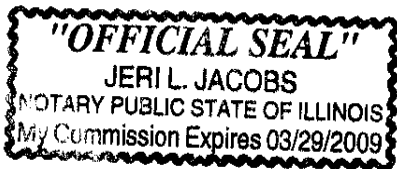


Sheila Vega
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Barry P. Brandwein**, individually and as a Member of **Z & B Properties L.L.C., 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 in person and acknowledged that he delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **Z & B Properties L.L.C.** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August, 2006.



Jeri L. Jacobs
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

Lots 47 and 48 in Bentley's Subdivision of the West ½ of the Northwest ¼ of the Southwest ¼ of the Northwest ¼ of Section 25, Township 40 North, Range 13, East of the third Principal Meridian, in Cook County, Illinois.

Address of Property: 2955-57 North Kedzie Avenue
3147-51 West Wellington Avenue
Chicago, IL 60618

Permanent Index No.: 13-25-119-001-0000

Property of Cook County Clerk's Office