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**SECOND AMENDMENT TO LOAN AGREEMENT,  
MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING  
AND CERTAIN OTHER DOCUMENTS**

NAME OF MORTGAGOR(S):	CHICAGO TITLE LAND TRUST COMPANY, successor to Cole Taylor Bank as Trustee under Trust Agreement dated July 24, 2000 and known as Trust No. 00-8627 and LIONCREST TOWERS, L.L.C., an Illinois limited liability company
NAME OF MORTGAGEE:	WELLS FARGO BANK, NATIONAL ASSOCIATION
COMMON ADDRESS OF PROPERTY:	Lioncrest Towers, 3901, 3905 and 3906 Tower Drive, Richton Park, Illinois
PARCEL NUMBER(S):	31-26-301-006, 31-26-301-007, 31-26-301-008, 31-26-301-009, 31-26-301-010, 31-26-301-011, 31-26-301-012, 31-26-301-013, 31-26-301-017

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Loan No. 101260

**SECOND AMENDMENT TO LOAN AGREEMENT,  
MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING  
AND CERTAIN OTHER DOCUMENTS**

**THIS SECOND AMENDMENT TO LOAN AGREEMENT, MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND CERTAIN OTHER DOCUMENTS** (this "**Second Amendment**") is made and entered into as of this 15<sup>th</sup> day of December, 2006 by and among CHICAGO TITLE LAND TRUST COMPANY, successor to Cole Taylor Bank as Trustee under Trust Agreement dated July 24, 2000 and known as Trust No. 00-8627 ("**Trustee**"), LIONCREST LOVERS, L.L.C., an Illinois limited liability company ("**Beneficiary**", and collectively with Trustee, "**Mortgagor**" or "**Borrower**"), IVAN DJURIN, an Illinois resident ("**Guarantor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Mortgagee**" or "**Lender**").

**RECITALS**

A. Borrower and Lender have entered into a Loan Agreement dated as of October 29, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Lender made a loan (as such loan is amended, restated, supplemented or otherwise modified from time to time, the "**Loan**") to Borrower in the aggregate original principal amount of SIXTEEN MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$16,800,000.00) ("**Original Loan Amount**"), subject to the terms and conditions and for the purposes set forth in the Loan Agreement.

B. As evidence of the Loan, Borrower executed and delivered to Lender that certain Promissory Note Secured by Mortgage (the "**Original Term Note**") of even date with the Loan Agreement in the aggregate principal Original Loan Amount.

C. The Loan and the Original Term Note are secured by, among other documents, (i) a Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date with the Loan Agreement and recorded as Document No. 0430744007 on November 2, 2004 with the Cook County, Illinois Recorder of Deeds (as amended, restated, supplemented or otherwise modified from time to time, the "**Mortgage**") for the benefit of Lender encumbering Borrower's fee simple estate, right and interest in the Property (as described on Exhibit A hereto) and the improvements located thereon as more fully described in the Mortgage, (ii) a Repayment Guaranty of even date with the Loan Agreement executed by the Guarantor in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "**Repayment Guaranty**"), (iii) a Hazardous Materials Indemnity Agreement of even date with the Loan Agreement executed by Guarantor in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "**Hazardous Materials Indemnity**"), (iv) a Collateral Assignment of Maintenance, Management and Other Service Documents of even date with the Loan Agreement executed by Borrower in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "**Assignment of**

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**Maintenance Agreements**”), and (v) a Collateral Assignment of Beneficial Interest of even date with the Loan Agreement executed by Borrower in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the “**Assignment of Beneficial Interest**”), as well as other security instruments described in the Loan Agreement.

D. Pursuant to the First Amendment to Loan Agreement, Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing and Certain Other Documents dated February 23, 2006 by and among Borrower, Guarantor and Lender (the “**First Amendment**”), Borrower, Guarantor and Lender amended the Loan Agreement, Mortgage and other Loan Document to (i) increase the amount of the Loan from SIXTEEN MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$16,800,000.00) to TWENTY MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,200,000.00) (the “**First Increased Loan Amount**”) and (ii) modify the Loan in certain other respects as set forth therein.

E. In connection with the First Amendment, Borrower executed and delivered to Lender that certain Amended and Restated Promissory Note Secured by Mortgage (the “**First Amended Term Note**”) of even date with the First Amendment in the aggregate principal First Increased Loan Amount.

F. Pursuant to the terms of this Second Amendment, Lender has agreed to (i) increase the maximum aggregate amount of the term loan (“**Term Loan**”) available to Borrower under the Loan Agreement, (ii) make available to Borrower a revolving loan (“**Revolving Loan**”) in the original principal amount of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000), (iii) extend the maturity date of the Term Loan available to Borrower under the Loan Agreement, and (iv) amend the Loan Agreement, Mortgage and other Loan Documents in certain other respects, all subject to, among other things, Guarantor reaffirming its obligations under the Repayment Guaranty, the Hazardous Materials Indemnity and any other document executed in connection therewith to which he is a party.

G. In connection with this Second Amendment, Borrower shall execute and deliver to Lender (i) in respect of the Term Loan, that certain Second Amended and Restated Promissory Note Secured by Mortgage (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Amended Term Note**”) of even date with this Second Amendment in the aggregate principal amount of TWENTY MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,500,000.00), and (ii) in respect of the Revolving Loan, that certain Promissory Note Secured by Mortgage (as amended, restated, supplemented or otherwise modified from time to time, the “**Revolving Note**”) of even date with this Second Amendment in the aggregate principal amount of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00).

H. Defined terms used in this Second Amendment shall have the meanings attributed to them in the Loan Agreement, unless expressly provided otherwise in this Second Amendment.

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## AGREEMENTS

NOW, THEREFORE, for and in consideration of the above RECITALS, which are hereby incorporated into this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantor and Lender hereby agree as follows:

1. **Term Loan Increase.** The amount of the Term Loan under the Loan Agreement, the other Loan Documents and the Other Related Documents shall be increased from TWENTY MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,200,000.00) to TWENTY MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,500,000.00).

2. **Addition of Revolving Loan.** Pursuant to Section 4 of this Second Amendment, Lender shall extend a Revolving Loan to Borrower in the original principal amount of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000), subject to the terms and conditions of the Loan Agreement and the Revolving Note.

3. **Aggregate Loan Amount.** All references to the "Loan" contained in the Repayment Guaranty, the Hazardous Materials Indemnity or any of the Loan Documents, from and after the date hereof, shall mean collectively the Term Loan and the Revolving Loan in the aggregate original principal amount of TWENTY FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$25,500,000.00).

4. **Amendment of the Loan Agreement.** The Loan Agreement is hereby amended as follows:

(a) **The Loans.** Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety as follows:

"1.1 **The Loan.**

(a) **Term Loan.** By and subject to the terms of this Agreement, Lender agrees to lend to Borrower and Borrower agrees to borrow from Lender a term loan in the principal sum of TWENTY MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,500,000.00) ("**Term Loan**"), said sum to be evidenced by the Second Amended and Restated Promissory Note Secured by Mortgage dated December 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Amended Term Note**").

(b) **Revolving Loan.** By and subject to the terms of this Agreement and the Revolving Note (defined below), Lender agrees to make revolving loans to Borrower from time to time as set forth herein (each a "**Revolving Loan**", and collectively, "**Revolving Loans**"), provided that after giving effect thereto, the aggregate amount of outstanding Revolving Loans shall not exceed Five

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Million and NO/100 DOLLARS (\$5,000,000.00) (the "**Revolving Loan Limit**"). Borrower may from time to time during the term of the Revolving Note borrow, partially or wholly repay its outstanding borrowings, and reborrow, subject to all of the limitations, terms and conditions of this Agreement, the Revolving Note and any agreement executed in connection with the Revolving Note, provided that:

- (i) the outstanding principal balance of the Revolving Loans shall at no time exceed the Revolving Loan Limit;
- (ii) in no event shall Borrower be permitted to obtain or receive any Revolving Loans at any time when the Debt Service Coverage Ratio (as defined herein) is less than 1.15 to 1.00; and
- (iii) in no event shall Borrower be permitted to obtain or receive any Revolving Loans at any time when the Loan Constant (as defined herein) is less than 5.5%.

The Revolving Loans shall be evidenced by the Promissory Note Secured by Mortgage dated December 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Revolving Note**").

(c) Notice of Borrowing for Revolving Loans. Borrower shall deliver to Lender a written notice of borrowing in form and substance reasonably satisfactory to Lender (each, a "**Notice of Borrowing**") with respect to each proposed Revolving Loan borrowing, such Notice of Borrowing to be delivered no later than the time periods specified under the Revolving Note. Once given, a Notice of Borrowing shall be irrevocable and Borrower shall be bound thereby.

(d) Mandatory Revolving Loan Repayments and Prepayments.

- (i) The obligation of Lender to make Revolving Loans shall terminate on December 15, 2007, subject to earlier termination pursuant to this Agreement (the "**Revolving Loan Termination Date**"). On the Revolving Loan Termination Date, the outstanding principal balance of the Revolving Loans, together with all accrued and unpaid interest, shall be due and payable in full.
- (ii) If at any time the outstanding balance of the Revolving Loans exceeds the Revolving Loan Limit, then, on the next succeeding business day, Borrower shall repay the Revolving Loans in an aggregate amount equal to such excess.

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(iii) If at any time the Debt Service Coverage Ratio is less than 1.15 to 1.00, then, on the next succeeding business day, Borrower shall repay the Revolving Loans in an aggregate amount to cause the Debt Service Coverage Ratio to be equal to or greater than 1.15 to 1.00.

(iv) If at any time the Loan Constant is less than 8.5%, then, on the next succeeding business day, Borrower shall repay the Revolving Loans in an aggregate amount to cause the Loan Constant to be equal to or greater than 8.5%.

(e) Defined Terms. The Revolving Loans and the Term Loan are collectively the "Loan". The Second Amended Term Note and the Revolving Note are collectively the "Note".

(e) Collateral for the Loan. The Note shall be secured, in part, by a Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated October 29, 2004, made by Borrower in favor of Lender (as amended, supplemented, replaced or modified, the "Mortgage"), encumbering the Property and Improvements. The obligations of the Borrower under the Loan will be guaranteed by Ivan Djurin ("Guarantor") pursuant to a guaranty agreement dated October 29, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"). Amounts disbursed to or on behalf of Borrower pursuant to the Note shall be used to refinance the Property and Improvements and for such other purposes and uses as may be permitted under this Agreement and the other Loan Documents, as described below."

(b) Fees. Section 1.2 of the Loan Agreement is hereby amended by adding the following sentence at the end of such section:

Borrower shall pay to Lender, at the closing of that certain Second Amendment to Loan Agreement, Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing and Certain Other Documents dated December 15, 2006 (the "**Second Amendment**"), a non-refundable loan fee in the amount of SIXTY THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$63,750.00).

(c) Extension of Maturity Date For Term Loan. Section 1.4 of the Loan Agreement is hereby amended and restated in its entirety as follows:

"The maturity date of the Term Loan shall be December 15, 2009 ("**Maturity Date**)".

(d) Option to Extend. Section 1.6 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

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"1.6 Intentionally Deleted".

Borrower and Lender acknowledge and agree that Borrower shall have no option to extend the Maturity Date of the Term Loan or the Termination Date of the Revolving Loans.

(e) Prepayment Fee. The following Section 1.7 of the Loan Agreement is hereby added immediately following Section 1.6:

"1.7 Prepayment Fee. If for any reason the Term Loan is repaid prior to the Maturity Date or this Agreement is otherwise terminated prior to the Maturity Date, in view of the impracticality and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of Lender's lost profits as a result thereof, Borrower agrees to pay to Lender, upon the effective date of such repayment or termination, a prepayment fee ("**Prepayment Fee**") in the amount set forth below if such prepayment or termination is effective in the period indicated:

<u>Amount</u>	<u>Period</u>
(i) Three percent (3%) of the then outstanding balance of the Loan	From the date hereof to and including the first anniversary of the date hereof
(ii) Two percent (2%) of the then outstanding balance of the Loan	From the date immediately following the first anniversary of the date hereof to and including second anniversary of the date hereof
(iii) One percent (1%) of the then outstanding balance of the Loan	From the date immediately following the second anniversary of the date hereof to and including the date immediately prior to the Maturity Date.

Such Prepayment Fee shall be presumed to be the amount of damages sustained by Lender as a result of such prepayment or early termination and Borrower agrees that it is reasonable under the circumstances currently existing. The early termination fee provided for in this Section 1.7 shall be deemed included in the "Secured Obligations" under the Mortgage. Lender reserves the right to waive payment of the Prepayment Fee in Lender's sole discretion.

(f) Capital Improvements. The following Section 6.8 of the Loan Agreement is hereby added immediately following Section 6.7:

"6.8 Capital Improvements. During the calendar year 2007, Borrower shall make capital improvements ("**Capital Improvements**") to the Property in an

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amount not less than Two Million Five Hundred Thousand Dollars (\$2,500,000). If requested by the Lender in writing, with respect to such Capital Improvements Borrower shall promptly upon such request deliver to Lender, in form and substance satisfactory to Lender: (i) a set of the Plans and Specifications, if any, certified as complete by the engineer (or as applicable, the architect) that prepared them, together with evidence of all necessary or appropriate approvals of governmental agencies; (ii) copies of all agreements which are material to completion of the Capital Improvements; (iii) copies of all applicable building permits and similar permits, licenses, approvals, development agreements and other authorizations of governmental agencies required in connection with the Capital Improvements; (iv) applicable sworn owner and contractor statements; (v) a rate down endorsement or other endorsement to the Title Policy; and (vi) such other documents, reports, opinions, approvals and materials as reasonably requested by Lender."

(g) Operating Accounts. The following Section 6.9 of the Loan Agreement is hereby added immediately following Section 6.8:

"6.9 Operating Accounts. Borrower shall maintain all of its operating accounts for the Property with the Lender."

(h) Leasing Reports and Operating Statements. Section 7.2 of the Loan Agreement is hereby amended by adding the following sentence at the end of such section:

"Borrower shall deliver to Lender, in form and content satisfactory to Lender, annual operating statements for the Property, as soon as practical after the Borrower's fiscal year end and in any event no later than the date specified in the first paragraph of Section 7.1 hereof."

(i) Loan Constant. Section 7.3 of the Loan Agreement is hereby amended and restated in its entirety as follows:

"7.3 Loan Constant. Borrower shall deliver to Lender, within ten (10) days of the end of each fiscal quarter of Borrower, evidence satisfactory to Lender that the Loan Constant is not less than 8.5%. "**Loan Constant**" shall mean (i) Net Operating Income (defined below) divided by (ii) the then outstanding principal balance of the Loan. "**Net Operating Income**" shall mean the actual gross revenues earned on the Property during the ninety (90) day period immediately preceding the Measurement Date (defined below) as reflected on the Property's rent roll, annualized, minus (x) actual expenses for the Property incurred during the twelve (12) month period immediately preceding the Measurement Date, (y) a replacement reserve equal to Two Hundred Fifty and No/100 Dollars (\$250.00) times the number of units at Lioncrest Towers, and (z) a vacancy reserve in the amount equal to the greater of (I) five (5%) of such actual gross revenues



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(applicable if the actual vacancy rate at the Property is less than or equal five (5%)) or (II) the Actual Vacancy Percentage (defined below) of such actual gross revenues (applicable if the actual vacancy rate at the Property is greater than five percent (5%)). "**Actual Vacancy Percentage**" shall mean the actual vacancy rate at the Property expressed as a percentage. "**Measurement Date**" shall mean the date of the on which any financial covenant is measured."

(j) Debt Service Coverage Ratio. The following Section 7.4 of the Loan Agreement is hereby added immediately following Section 7.3:

"7.4 Debt Service Coverage Ratio. Borrower shall deliver to Lender, within ten (10) days of the end of each fiscal quarter of Borrower, evidence satisfactory to Lender that the Debt Service Coverage Ratio is not less than 1.15:1.00. "**Debt Service Coverage Ratio**" shall mean the ratio of (a) Net Operating Income during the ninety (90) day period immediately preceding the Measurement Date, annualized over (b) the annual debt service on the then outstanding principal balance of the Loan. The Debt Service Coverage Ratio shall be determined in accordance with GAAP (defined below). "**GAAP**" means generally accepted accounting principles and practices set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the date hereof."

(k) Amendment to Exhibit B. The list of documents in Exhibit B to the Loan Agreement is hereby deleted in its entirety and replaced with the list of documents in Exhibit B attached hereto. From and after the date hereof, all references to the Loan Documents in the Loan Agreement and any other document executed in connection therewith shall refer to the documents designated as "Loan Documents" in Exhibit B attached hereto.

5. Amendment of the Mortgage. The Mortgage is hereby amended as follows:

(a) Revolving Loans. The following Section 1.4 of the Mortgage is hereby added immediately following Section 1.3:

"1.4 Revolving Loans. This Mortgage is given to secure, among other loans, a revolving credit facility and secures not only present indebtedness but also any and all future advances, whether such future advances are obligatory or are to be made at the option of Mortgagee, or otherwise as are to be made within twenty (20) years of the date hereof. Nothing in this Section or in any other provision of this Mortgage shall be deemed either (a) an obligation on the part of Mortgagee to make any future advances of any sort other than as expressly set forth in the Loan Agreement (defined

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below) or the Revolving Note (defined below) or (b) an agreement on the part of Mortgagee to increase the amount of the Loan."

(b) Obligations Secured. Section 2.1 of the Mortgage is hereby amended and restated in its entirety as follows:

"2.1 OBLIGATIONS SECURED. Mortgagor makes this Mortgage for the purpose of securing: (a) the performance of the obligations contained herein and in that certain Loan Agreement dated October 29, 2004 to which Mortgagor and Mortgagee are parties (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); (b) the payment of TWENTY FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$25,500,000), with interest thereon, according to the terms of (i) in respect of the Term Loan (as defined under the Loan Agreement), that certain Second Amended and Restated Promissory Note Secured by Mortgage dated as of December 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Note") executed by Mortgagor, payable to Mortgagee, as lender, in the original principal amount of Twenty Million Five Hundred Thousand Dollars (\$20,500,000) and due on December 15, 2009, and (ii) in respect of the Revolving Loans (as defined under the Loan Agreement), that certain Promissory Note Secured by Mortgage dated as of December 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving Note"; the Revolving Note and the Term Note are collectively, the "Note") executed by Mortgagor, payable to Mortgagee, as lender, in the original principal amount of Five Million Dollars (\$5,000,000) and due on December 15, 2007; (c) the performance of the obligations contained herein and in the Loan Documents (as defined in the Loan Agreement); and (d) any and all extensions, renewals, or modifications of the Note, Loan Agreement and the Loan Documents, whether the same be in greater or lesser amounts (collectively the "Secured Obligations"). This Mortgage secures the payment of the entire indebtedness secured hereby; provided, however, that the total amount secured by this Mortgage (excluding interest, costs, expenses, charges, fees, protective advances and indemnification obligations, all of any type or nature) shall not exceed an amount equal to two hundred percent (200%) of the face amount of the Note."

(c) Revolving Loans. The following Section 5.9 of the Mortgage is hereby added immediately following Section 5.8:

"5.8 Real Estate Tax Escrow. Mortgagor shall pay to Mortgagee on the first day of each month commencing with the first day of the month immediately following the month in which the Term Note is executed, until both the Term Note and the Revolving Note are paid in full or otherwise canceled and satisfied,

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an amount equal to one-twelfth (1/12) of the annual real estate taxes ("Taxes") reasonably estimated by Mortgagee to pay the installment of Taxes next due on the Property. Notwithstanding the foregoing, on the date of the Second Amended Term Note, Mortgagor shall pay to Mortgagee an amount equal to One Hundred Eighty Five Thousand Dollars (\$185,000). Mortgagor further agrees to cause all bills, statements or other documents relating to Taxes to be sent or mailed directly to Mortgagee. In no event shall Mortgagee be responsible or liable for any penalty, interest or other charge relating to the late payment of any taxes. Upon receipt of such bills, statements or other documents, and provided Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 5.8, and provided further that such amounts have not been previously paid, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor, and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Section 5.8. Mortgagee shall not be obligated to pay or allow any interest on any sums held by Mortgagee pending disbursement or application hereunder. If the total deposits made pursuant to this Section 5.8 on hand at the time payment of Taxes is due and payable shall exceed the amount necessary to pay such Taxes, then such excess shall be credited against subsequent payments required to be made pursuant to this Section 5.8. Should Mortgagor fail to deposit with Mortgagee sums sufficient to fully pay such Taxes at least thirty (30) days before delinquency thereof, Mortgagee may, at Mortgagee's election, but without any obligation to do so, advance any amounts required to make up the deficiency, which advances, if any, shall constitute additional Secured Obligations secured hereby immediately due and payable bearing interest at the Default Rate (as defined under the Term Note and the Revolving Note, respectively) until paid, or at Mortgagee's option, Mortgagee may, without making any advance whatever, apply any sums held by it upon any Obligation secured hereby. Should any Default occur or exist on the part of Mortgagor in the payment or performance of any of Mortgagor's obligations under the terms of this Mortgagee, the Agreement or any of the other Loan Documents, Mortgagee may at any time apply any sums or amounts in its possession received pursuant to this Section 5.8 toward any Secured Obligations in such manner and order as Mortgagee may elect. The receipt, use or application of any such sums paid by Mortgagor to Mortgagee hereunder shall not be construed to affect the maturity of any of the Secured Obligations or any of the rights or powers of Mortgagee or any of the obligations of Mortgagor under the terms of the Loan Agreement or the other Loan Documents. Until expended or applied as above provided, any funds so deposited and held by Mortgagee may be commingled with the general funds of Mortgagee and shall constitute additional security for the Secured Obligations."

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6. **Amendment of Note.** In connection with this Second Amendment, Borrower shall execute and deliver to Lender (i) in respect of the Term Loan, the Second Amended Term Note in the aggregate principal amount of TWENTY MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,500,000.00), and (ii) in respect of the Revolving Note, the Revolving Loan in the aggregate principal amount of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00). All references to the Note in the Repayment Guaranty, Hazardous Materials Indemnity or any of the Loan Documents shall mean collectively the Second Amended Term Note and the Revolving Note.

7. **Amendment of Assignment of Beneficial Interest.** The definition of "Loan" as set forth therein is amended and restated in its entirety to mean TWENTY FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$25,500,000.00).

8. **Security Interest Grant.** Borrower hereby reconfirms and ratifies all security interests for the Loan that it has previously granted to Lender under the Note, the Mortgage, the Assignment of Maintenance Agreements and the Assignment of Beneficial Interest, as well as under any of the other applicable Loan Documents.

9. **Reaffirmation by Guarantor.** Guarantor hereby reconfirms and reaffirms all of its obligations under the Repayment Guaranty, the Hazardous Materials Indemnity, and any other document executed in connection therewith to which it is a party. Guarantor hereby agrees that the Repayment Guaranty, the Hazardous Materials Indemnity, and any other document executed in connection therewith to which it is a party are hereby amended as follows: (a) the definition of "Loan" as set forth therein is amended and restated in its entirety to mean TWENTY FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$25,500,000.00), and (b) the defined terms "Loan Agreement", "Note", "Mortgage" and "Loan Documents" set forth therein are hereby amended such that such defined terms shall include any respective amendments or other modifications from time to time thereto. Guarantor further agrees that the Repayment Guaranty, the Hazardous Materials Indemnity, and any other document executed in connection therewith to which it is a party shall remain in full force and effect following the execution and delivery of this Second Amendment. Except as expressly set forth herein, Repayment Guaranty, the Hazardous Materials Indemnity, and any other document executed in connection therewith to which it is a party shall remain unmodified and in full force and effect.

10. **Conditions Precedent to Effectiveness of Second Amendment.** The effectiveness of this Second Amendment shall be subject to satisfaction of each of the following conditions precedent:

- (a) Lender shall have received fully executed originals of this Second Amendment, the Revolving Note, the Second Amended Term Note and an Autodebit Authorization.
- (b) There shall exist no Default under the Repayment Guaranty, Hazardous Materials Indemnity, the Loan Agreement or any of the other Loan Documents or any event, omission or failure of condition which would constitute a Default after notice or lapse of time, or both.

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(c) Borrower shall have furnished (or shall have caused to be furnished) to Lender the following, all in form and substance satisfactory to Lender in its sole discretion:

(1) an endorsement to the existing title policy issued by Chicago Title Insurance Company (the "**Title Company**"), insuring the Property for the full amount of the Loan (as increased pursuant to this Second Amendment) and bringing forward the date of such title policy, in substantially the form required by Section 3.1 of the Loan Agreement;

(2) evidence of insurance with respect to the Property;

(3) one or more opinions of counsel to Borrower regarding the transactions contemplated hereby, in substantially the form required by Subsection 2.1(c)(5) of the Loan Agreement;

(4) evidence (including certified resolutions and incumbency certificates) that the individuals executing this Second Amendment, the Second Amended Term Note, and the Revolving Note on behalf of Borrower have been duly authorized by all appropriate action to execute and deliver this Second Amendment, Second Amended Term Note and the Revolving Note on behalf of Borrower;

(5) A copy of (i) Beneficiary's articles of organization, certified by the Secretary of State of the State of Illinois; (ii) Beneficiary's operating agreement, certified by an authorized officer of Beneficiary; and (iii) a current certificate of existence for Beneficiary from the Secretary of State of the State of Illinois;

(6) Current searches of all Uniform Commercial Code financing statements filed with the appropriate governmental offices in the State of Illinois against Borrower, as debtor, showing that no Uniform Commercial Code financing statements are filed or recorded against Borrower in which the collateral is described as personal property or fixtures located on the Property or Improvements or used in connection with the Property or Improvements, except for those financing statements in favor of Lender;

(7) If required by Lender in writing, judgment, pending suits, bankruptcy and state and federal tax lien search reports on Borrower;

(8) An appraisal of the Property and Improvements certified to Lender, prepared by an independent, licensed, MAI appraiser selected and engaged by Lender and employing methodology and assumptions satisfactory to Lender; and

(9) Such other approvals, opinions, documents or materials as the Lender may reasonably request.

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Loan No. 101260

11. **References to Documents.** From and after the date hereof, all references to the Repayment Guaranty, Hazardous Materials Indemnity, Mortgage, the Loan Agreement, or any of the other Loan Documents contained in any such documents or any other document executed in connection therewith shall be deemed to mean such documents as amended by this Second Amendment.

12. **Expenses.** Borrower shall reimburse Lender (or pay directly) all out-of-pocket legal expenses and fees (whether such attorneys are employees of the Lender or separately engaged by the Lender) and all other costs incurred by the Lender in connection with the negotiation, documentation and closing of the transaction contemplated by this Second Amendment. All such expenses shall be paid promptly upon demand.

13. **Reaffirmation of Representations and Warranties.** Borrower (and Guarantor, to the extent applicable) hereby reaffirms as true and correct in all respects, as of the date hereof, any and all representations and warranties contained in the Repayment Guaranty, Hazardous Materials Indemnity, Loan Agreement, Note, Mortgage or any of the other Loan Documents.

14. **Reaffirmation of Covenants.** Borrower (and Guarantor, to the extent applicable) hereby reaffirms and agrees to perform each and every covenant, condition, obligation and provision set forth in the Repayment Guaranty, Hazardous Materials Indemnity, Loan Agreement, Note, Mortgage, and any of the other Loan Documents, as modified hereby.

15. **Effectiveness of Loan Documents.** Except as provided in this Second Amendment and such other documents as Lender may reasonably require with respect to this Second Amendment, the provisions of the Repayment Guaranty, Hazardous Materials Indemnity, Loan Agreement, Note, Mortgage, and any of the other Loan Documents shall remain in full force and effect. In the event of a conflict between the provisions of the Repayment Guaranty, Hazardous Materials Indemnity or any of the Loan Documents and this Second Amendment, the provisions of this Second Amendment shall prevail.

16. **Counterparts.** This Second Amendment may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which when taken together shall constitute one agreement.


[signature page follows; remainder of this page intentionally left blank]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower, Lender and Guarantor have executed this Second Amendment as of the date first above written.

LENDER:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association

By:   
Name: A. Paul Sari  
Title: VICE PRESIDENT

BORROWER:

**CHICAGO TITLE LAND TRUST COMPANY,**  
successor to COLE TAYLOR BANK as Trustee under  
Trust Agreement dated July 24, 2000 and known as Trust  
No. 00-8627

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LIONCREST TOWERS L.L.C.,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GUARANTOR:

\_\_\_\_\_  
**Ivan Djurin**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower, Lender and Guarantor have executed this Second Amendment as of the date first above written.

LENDER:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER:

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

**CHICAGO TITLE LAND TRUST COMPANY,**  
successor to COLE TAYLOR BANK as Trustee under  
Trust Agreement dated July 24, 2000 and known as Trust  
No. 00 8627 and not personally

By: Nancy A Carlin  
Name: Nancy A Carlin  
Title: Trust Officer

**LIONCREST TOWERS L.L.C.,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: IVAN DJURIN  
Title: MANAGER

GUARANTOR:

\_\_\_\_\_  
**Ivan Djurin**

Property of Clerk's Office





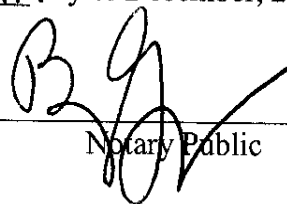


# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF Lake        )

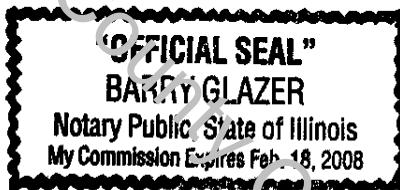
I, Barry Glazer, a Notary Public, do hereby certify that  
Ivan Durin  
manager of LIONCREST TOWERS, L.L.C., an Illinois limited  
liability company, and personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that (s)he signed and delivered the said instrument as  
\_\_\_\_\_ of said limited liability company pursuant to authority, as a free  
and voluntary act, and as the free and voluntary act and deed of said limited liability  
company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14 day of December, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



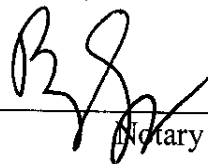
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF Lake        )

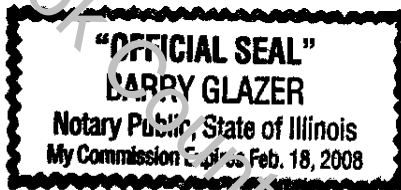
I, Barry Glazer, a Notary Public, do hereby certify that IVAN DJURIN, personally known to me to be such person, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of December, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

All the certain real property located in the County of Cook, State of Illinois, described as follows:

Parcel Identification Number(s) for the Property: 31-26-301-006, 31-26-301-007, 31-26-301-008, 31-26-301-009, 31-26-301-010, 31-26-301-011, 31-26-301-012, 31-26-301-013, 31-26-301-017

LOT 1 OF THE PLAT OF COUNTY CLERK'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE LAND CONVEYED TO THE ILLINOIS CENTRAL RAILROAD COMPANY, BY WARRANTY DEED RECORDED JULY 7, 1922, AS DOCUMENT NUMBER 7566205 (EXCEPT THAT PART OF LOT 1 IN THE AFORESAID SUBDIVISION LYING SOUTH OF THE NORTH LINE OF SAID LOT 3 IN SAID COUNTY CLERK'S DIVISION AND THE EASTERLY PROLONGATION THEREOF) AND ALSO (EXCEPT THAT PART OF SAID LOT 1 LYING NORTH OF THE NORTH LINE OF THE SOUTH 1206.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 26.)

ALSO:

THE SOUTH 100.00 FEET OF LOT 2, TOGETHER WITH LOTS 5 TO 9 (BOTH INCLUSIVE) IN SAID COUNTY CLERK'S DIVISION;

ALSO:

ALL OF THE 20.00 FOOT WIDE HERETOFORE VACATED ALLEY AS RECORDED BY DOCUMENT NUMBER 21403877 (EXCEPTING THEREFROM THAT PART OF THE EAST HALF LYING WEST OF AND ADJOINING LOT 4 IN SAID COUNTY CLERK'S DIVISION.)

ALL IN COOK COUNTY, ILLINOIS.

Property Address: 3901, 3905 and 3906 Tower Drive, Richton Park, Illinois

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## EXHIBIT B

### DOCUMENTS

- (1) LOAN DOCUMENTS. The documents listed below, numbered 1.1 through 1.9, inclusive, and amendments, modifications and supplements thereto which have received the prior written consent of Lender, together with any documents executed in the future that are approved by Lender and that recite that they are "Loan Documents" for purposes of this Agreement are collectively referred to herein as the "Loan Documents".
  - 1.1 The Loan Agreement dated October 29, 2004 (as amended by (a) that certain First Amendment to Loan Agreement, Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing and Certain Other Documents dated February 23, 2006 (the "**First Amendment**") and (b) that certain Second Amendment to Loan Agreement, Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing and Certain Other Documents dated December 15, 2006 (the "**Second Amendment**")) made by Borrower and Lender.
  - 1.2 The First Amendment;
  - 1.3 The Second Amendment;
  - 1.4 The Second Amended and Restated Promissory Note Secured by Mortgage dated as of the date of the Second Amendment in the original principal amount of \$20,200,000 made by Borrower payable to the order of Lender.
  - 1.5 The Promissory Note Secured by Mortgage dated as of the date of the Second Amendment in the original principal amount of \$5,000,000 made by Borrower payable to the order of Lender.
  - 1.6 The Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated October 29, 2004 (as amended by the First Amendment and the Second Amendment) made by Borrower, as Mortgagor, in favor of Lender.
  - 1.7 Uniform Commercial Code – National Financing Statement – form UCC-1 (for Secretary of State and Cook County filings), as amended.
  - 1.8 Collateral Assignment of Maintenance, Management and Other Service Documents dated October 29, 2004 (as amended by the First Amendment and the Second Amendment), executed by and among Borrower, Property Manager and Lender, including the consent of Property Manager.
  - 1.9 Certificate of Manager dated October 29, 2004 executed by the Manager of Borrower.

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- 1.10 Certificate of Manager dated February 23, 2006 executed by the Manager of Borrower.
- 1.11 Certificate of Manager dated as of the date of the Second Amendment executed by the Manager of Borrower.
- 1.12 Collateral Assignment of Beneficial Interest executed October 29, 2004 (as amended by the First Amendment and the Second Amendment) by Beneficiary in favor of Lender.

(2) OTHER RELATED DOCUMENTS (WHICH ARE NOT LOAN DOCUMENTS)

- 2.1 Opinion of Borrower's Legal Counsel dated October 29, 2004, executed by Richard Gayle on behalf of Robbins, Salomon & Patt Ltd.
- 2.2 Escrow Instructions dated October 29, 2004, executed by and among Borrower, Title Company and Lender.
- 2.3 Unsecured Hazardous Materials Indemnity Agreement dated October 29, 2004 (as amended by the First Amendment) executed by and between Borrower and Guarantor, collectively as Indemnitor, and Lender, as amended, restated, supplemented or otherwise modified from time to time.
- 2.4 Repayment Guaranty dated October 29, 2004 by Guarantor in favor of Lender, as amended, restated, supplemented or otherwise modified from time to time.
- 2.5 Opinion of Borrower's Legal Counsel dated as of the date of the Second Amendment issued by Robbins, Salomon & Patt Ltd.
- 2.6 Escrow Instructions dated February 23 2006, executed by and among Borrower, Title Company and Lender.
- 2.7 Escrow Instructions dated on or about the date of the Second Amendment, executed by and between Title Company and Lender.