



Doc#: 0729144018 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/18/2007 11:45 AM Pg: 1 of 10

This document was prepared by,  
and after recording, return to:

Michael S. Kurtzon, Esq.  
Schwartz Cooper Chartered  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601

*This space reserved for Recorders use only.*

Permanent Tax Index Number:

18-30-300-028-0000  
18-30-300-029-0000

Property Address:

Southeast corner of I-55 and County Line Road  
Burr Ridge, Illinois

CHI 33683 / 04-07291B  
TCL

**MORTGAGE MODIFICATION AGREEMENT**

THIS MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as of the 15 day of October, 2007, by and among **CPUS REAL ESTATE IL VII BURR RIDGE, L.L.C.**, a Delaware limited liability company ("Borrower"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns, as agent for itself and the other Banks (as defined in the Loan Agreement referenced below).

**RECITALS:**

A. Pursuant to the terms and conditions of a Construction Loan Agreement (the "Loan Agreement"; all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement) dated as of December 29, 2006 by and among Borrower, Agent, the Banks and Capmark Bank, which originally was one of the Banks but has been replaced as a Bank by the Banks, Banks have heretofore made loans (collectively, the "Loans") to Borrower in the maximum principal amount of One Hundred Four Million One Hundred Fifty Thousand and No/100 Dollars (\$104,150,000.00).

B. The Loans are evidenced by those certain Promissory Notes from the Borrower payable to the respective Banks in the aggregate maximum principal amount of \$104,150,000.00 (collectively, the "Note") and is secured by, among other things, (i) that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 29, 2006 from Borrower to Agent, recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on January 4, 2007, as Document No. 0700444034 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "Property"), (ii) that certain Assignment of Rents and

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Leases dated December 29, 2006, from Borrower to Agent and recorded in the Recorder's Office on January 4, 2007, as Document No. 0700444035 (the "Assignment of Leases"), (iii) that certain Environmental Indemnity Agreement dated December 29, 2006 from Borrower and Guarantor (as hereafter defined) to Agent (the "Indemnity Agreement"), and (iv) certain other loan documents.

C. The Loans are further secured by a Guaranty of Payment and Completion dated December 29, 2006 from Opus North Corporation, an Illinois corporation ("Guarantor"), to Agent (the "Guaranty").

D. Concurrently herewith, the Borrower, Guarantor and Banks have entered into a Modification of Loan Documents of even date herewith (the "Modification").

E. The Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty, the Modification, this Agreement and all of the other documents in favor of or for the benefit of Agent and/or the other Banks which evidence, secure, guaranty or are otherwise executed in connection with the Loans, in their original form and as amended, are hereinafter referred to collectively as the "Loan Documents".

F. Borrower desires to amend the Mortgage in order to make certain changes hereinafter described.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Agent to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Loan Amount.** The aggregate principal amount of the Loans is hereby increased by an amount equal to \$17,050,000.00 to \$121,200,000.00. All references in the Mortgage and other Loan Documents to the aggregate principal amount of the Loans shall mean \$121,200,000.00. The Mortgage and other Loan Documents shall secure an aggregate principal indebtedness equal to \$121,200,000.00.

2. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Agent than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Agent, it being recognized that Borrower and Agent have contributed substantially and materially to the preparation of this Agreement, and Borrower and Agent each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal

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and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Agent, the same shall not be deemed to constitute Agent a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower and Agent each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Agent; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**AGENT:**

**LASALLE BANK NATIONAL ASSOCIATION,**  
a national banking association

By:   
Name: Don Broderick  
Title: Senior Vice President

**BORROWER:**

**OPUS REAL ESTATE IL VII BURR RIDGE, L.L.C.,** a Delaware limited liability company

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

**Acknowledged and Consented to as of this**  
**\_\_\_\_\_ day of October, 2007:**

**OPUS NORTH CORPORATION,** an Illinois corporation

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

Property of Cook County Clerk's Office

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

**AGENT:**

**LASALLE BANK NATIONAL ASSOCIATION,**  
a national banking association

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

**BORROWER:**

**OPUS REAL ESTATE IL VII BURR RIDGE, L.L.C.,** a Delaware limited liability company

By: \_\_\_\_\_  
Name: **Wade C. Lau**  
Title: **Vice President**

Acknowledged and Consented to as of this \_\_\_\_\_ day of October, 2007:

**OPUS NORTH CORPORATION,** an Illinois corporation

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

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

**AGENT:**

**LASALLE BANK NATIONAL ASSOCIATION,**  
a national banking association

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

**BORROWER:**

**OPUS REAL ESTATE IL VII BURR RIDGE, L.L.C.,** a Delaware limited liability company

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

Acknowledged and Consented to as of this 12 day of October, 2007:

**OPUS NORTH CORPORATION,** an Illinois corporation

By: Robert A Galante  
Name: **Robert A. Galante**  
Title: **Vice President**

Property of Cook County Clerk's Office

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STATE OF Illinois )  
 ) .ss  
COUNTY OF Cook )

I Cristina Paredes a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wade C. Law, Vice President of OPUS REAL ESTATE IL VII BURR RIDGE, L.L.C., a Delaware limited liability company, is 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12<sup>th</sup> day of October, 2007.

Cristina Paredes  
Notary Public

My Commission Expires: 2-10-2008





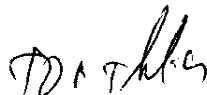


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STATE OF ILLINOIS )  
 ) .SS  
COUNTY OF Will )

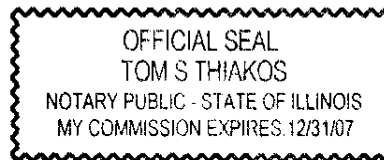
I Tom Thiakos, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Don Broderick, SVP of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of October, 2007.



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

My Commission Expires: 12-31-07



**UNOFFICIAL COPY****EXHIBIT "A"****LEGAL DESCRIPTION****Parcel 1:**

Lots 1 thru 6 and Lot 8, Outlot A and Outlot B of the Burr Ridge Village Center Planned Unit Development Subdivision, recorded October 2, 2006 as document number 0627510200 in Cook County Illinois.

**Parcel 2:**

Easements for drainage, ingress and egress, together with all benefits contained in Declaration of Covenants, Conditions, Restrictions and Easements for Burr Ridge Park dated October 24, 1983, recorded January 3, 1984 as Document Number 26915063, and First Amendment thereto dated July 23, 1984 recorded March 19, 1985 as Document Number 27479281, and Second Amendment thereto dated November 7, 1988 recorded November 22, 1988 as Document Number 88538724.

**Parcel 3:**

Easements established, together with all benefits contained in Declaration of Covenants, Conditions, Restrictions and Easements for Burr Ridge Park Owners Association dated October 24, 1983, recorded April 12, 1984 as Document Number 27042757, and First Amendment thereto dated February 1, 1985 recorded March 19, 1985 as Document Number 27479286, and Second Amendment thereto dated May 3, 1988 recorded July 7, 1988 as Document Number 88301597, Third Amendment thereto dated August 31, 1988 recorded November 22, 1988 as Document Number 88538724, and Fourth Amendment thereto dated November 28, 1989 recorded February 14, 1990 as Document Number 90073172, and Fifth Amendment thereto dated March 10, 1993 recorded March 26, 1993 as Document Number 93224621, Sixth Amendment thereto dated August 7, 2000 and recorded October 25, 2000 as Document Number 00839539.

**Parcel 4:**

Easements established together with all benefits contained in Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions (Burr Ridge Village Center) dated August 29, 2006, executed by Opus North Corporation, Declarant, recorded October 4, 2006 as Document Number 0627734129, and the terms and conditions as contained therein.

**Parcel 5:**

Storm water and access easements established together with all benefits contained in Amended and Restated Declaration of Easements, Covenants, Restrictions and Signage dated August 15, 2006 and recorded September 20, 2006 as Document Number 0626331049.

**Parcel 6:**

Easements established for drainage and storm water purposes, together with all benefits contained in Plat of Easement recorded June 22, 2001 as document 0010548968, and the terms and conditions contained herein.

Address: Southeast Corner of I-55 and County Line Road in Burr Ridge, Cook County, Illinois  
PIN Numbers: 18-30-300-028-0000 and 18-30-300-029-0000