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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Much Shelist
191 North Wacker Drive, Suite 1800
Chicago, IL 60606-1095
Attn: Steven A. Stender

Property Address:
4427 Midlothian Turnpike
Crestwood IL 60445



Doc#: 0730433135 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/31/2007 01:33 PM Pg: 1 of 11

This space reserved for Recorder's use only

SECOND AMENDMENT TO LOAN DOCUMENTS

THIS SECOND AMENDMENT TO LOAN DOCUMENTS (this "Second Amendment") is made as of the 30th day of April, 2007, by and among Crestwood Investments I, LLC, an Illinois limited liability company, and Crestwood Investments II, LLC, an Illinois limited liability company (collectively, "Borrowers"); Robert M. Pape and Richard A. Pape (collectively, "Guarantors"); and LaSalle Bank National Association, a national banking association, its successors and assigns ("Lender").

RECITALS:

A. Lender previously made a loan ("Loan") to Borrowers in the principal amount of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) as evidenced by a Promissory Note dated May 26, 2006, in the principal amount of the Loan made payable by Borrowers to the order of Lender ("Note").

B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated May 26, 2006 from Borrowers to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on June 5, 2006, as Document No. 0615618022 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated May 26, 2006, from Borrowers to Lender and recorded in the Recorder's Office on June 5, 2006, as Document No. 0615618023 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated May 26, 2006 from Borrowers and Guarantors to Lender (the "Indemnity Agreement"); (iv) a Guaranty of Payment dated May 26, 2006 from Guarantors to Lender (the "Guaranty"); and (v) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to in this Second Amendment as the "Loan Documents").

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C. The Loan Documents were modified by a Modification of Loan Documents executed by Borrowers and Guarantors, dated November 30, 2006 (the "**First Amendment**").

D. Borrowers have not made the Principal Reduction that was required by the Note. Lender has agreed to waive Borrowers' obligation to make the Principal Reduction, provided that Borrowers repay the Loan as provided for below.

E. The outstanding principal balance of the Loan was \$3,315,855.07 as of March 1, 2007.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Second Amendment), (ii) the agreements by Lender to modify the Loan Documents, as provided in this Second Amendment, and (iii) the other covenants and agreements contained in this Second Amendment, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. Extension Notice.

Borrowers have given the Extension Notice and elected to have interest accrue during the Extension Term at the Fixed Rate of 7.544% per annum.

2. Payment Terms.

Section 3.1 of the Note is deleted, and replaced with the following:

3.1 Principal and Interest. Payments of principal and interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:

(a) During the Initial Term, interest only will be payable at the Floating Rate in monthly installments, commencing on the first day of June, 2006, and on the first day of each month thereafter to and including March 1, 2007, calculated upon the principal balance then outstanding from time to time.

(b) Payments of principal and interest in the amount of \$26,801.58 each will be payable by Borrowers on the first day of each month during the Extension Term, commencing on the first day of March, 2007, and on the first day of each month thereafter to and including November 1, 2011. Principal amounts repaid on the Note may not be borrowed again.

(c) The unpaid principal balance of this Note, if not sooner paid or declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any of the Loan Documents, shall be due and payable in full on the Extended Maturity Date.

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3. Representations and Warranties of Borrowers.

Borrowers represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date of this Second Amendment.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrowers do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Second Amendment, continue to be the legal, valid and binding obligations of Borrowers enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrowers, Guarantors or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of this date, Borrowers have no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified in this Second Amendment.

(f) Borrowers are validly existing under the laws of the State of Illinois their and have the requisite power and authority to execute and deliver this Second Amendment and to perform the Loan Documents as modified in this Second Amendment. The execution and delivery of this Second Amendment and the performance of the Loan Documents as modified in this Second Amendment have been duly authorized by all requisite action by or on behalf of Borrowers. This Second Amendment has been duly executed and delivered on behalf of Borrowers.

4. Title Policy.

As a condition precedent to the agreements contained in this Second Amendment, Borrowers shall, at their sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 008336231 (the "Title Policy"), as of the date this Second Amendment is recorded, reflecting the recording of this Second Amendment and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

5. Reaffirmation of Guaranty.

Guarantors ratify and affirm the Guaranty and agree that the Guaranty is in full force and effect following the execution and delivery of this Second Amendment. The representations and warranties of Guarantors in the Guaranty are, as of this date, true and correct and Guarantors do not know of any default thereunder. The Guaranty continues to be the valid and binding

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obligation of Guarantors, enforceable in accordance with its terms, and Guarantors have no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

6. Expenses.

As a condition precedent to the agreements contained in this Second Amendment, Borrowers shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Second Amendment, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

7. Miscellaneous.

(a) This Second Amendment is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Second Amendment may not be construed more strictly against Lender than against Borrowers or Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrowers, Guarantors and Lender have contributed substantially and materially to the preparation of this Second Amendment, and Borrowers, Guarantors and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Second Amendment. Each of the parties to this Second Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Second Amendment, and recognizes that it is executing and delivering this Second Amendment, intending to be legally bound by the terms and provisions of this Second Amendment, of its own free will, without promises or threats or the exertion of duress upon it. The signatories state that they have read and understand this Second Amendment, 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 Second Amendment by Lender, nothing contained in this Second Amendment may be considered to constitute Lender a venturer or partner of or in any way associated with Borrowers or Guarantors nor will privity of contract be presumed to have been established with any third party.

(d) Borrowers, Guarantors and Lender each acknowledge 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 Second Amendment, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrowers, Guarantors and Lender; and that all such prior understandings, agreements and representations are modified as set forth in this Second Amendment. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Second Amendment binds and inures 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 should be considered to refer to the Note, the Mortgage and the other Loan Documents as amended. The paragraph and section

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headings used in this Second Amendment are for convenience only and shall not limit the substantive provisions hereof. All words in this Second Amendment that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Second Amendment that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

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

(h) Time is of the essence of each of Borrowers' obligations under this Second Amendment.

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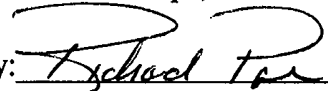
In witness whereof, this Second Amendment was made as of the date and year set forth above.

BORROWERS:

CRESTWOOD INVESTMENTS I, LLC,
an Illinois limited liability company


By: R & R Associates I, LLC, an Illinois
limited liability company, its sole member


By: 
Robert M. Pape, Member and Manager

By: 
Richard A. Pape, Member and Manager

CRESTWOOD INVESTMENTS II, LLC, an
Illinois limited liability company

By: R & R Associates II, LLC, an Illinois
limited liability company, its sole member

By: 
Robert M. Pape, Member and Manager

By: 
Richard A. Pape, Member and Manager

**THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES**

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I Lourdes CoCA, a Notary Public in and for said County, in the State aforesaid, certify that Robert M. Pape and Richard A. Pape, the sole members and managers of R & R Associates I, LLC, which is the sole member of CRESTWOOD INVESTMENTS I, LLC, an Illinois limited liability company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 30th day of April, 2007.

Lourdes CoCA
Notary Public

My Commission Expires: 10/26/07



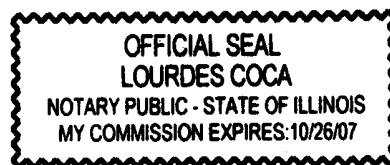
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I Lourdes CoCA, a Notary Public in and for said County, in the State aforesaid, certify that Robert M. Pape and Richard A. Pape, the sole members and managers of R & R Associates II, LLC, which is the sole member of CRESTWOOD INVESTMENTS II, LLC, an Illinois limited liability company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 30th day of April, 2007.

Lourdes CoCA
Notary Public

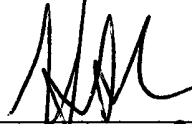
My Commission Expires: 10/26/07



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LENDER:

LASALLE BANK NATIONAL ASSOCIATION

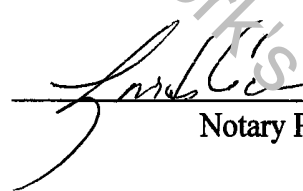
By: 
 Name: Hector Becerra
 Title: Officer

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STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

I Lourd Cas, a Notary Public in and for said County, in the State aforesaid, certify that Hector Becerra, officer of LaSalle Bank National 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 30th day of April, 2007.


 Notary Public

My Commission Expires: 10/26/07

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GUARANTORS:



Robert M. Pape

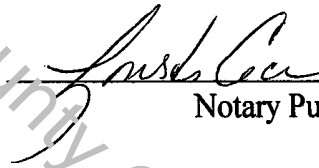


Richard A. Pape

STATE OF ILLINOIS)
) ss
COUNTY OF Cook)

I Lourdes Coxa, a Notary Public in and for said County, in the State aforesaid, certify that Robert M. Pape 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 30th day of April, 2007.



Notary Public

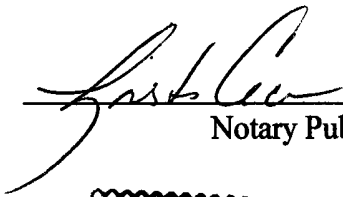
My Commission Expires: 10/26/07



STATE OF ILLINOIS)
) ss
COUNTY OF Cook)

I Lourdes Coxa, a Notary Public in and for said County, in the State aforesaid, certify that Richard A. Pape 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 30th day of April, 2007.



Notary Public

My Commission Expires: 10/26/07



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 15 (EXCEPT THE NORTH 17 FEET MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS BEING A SUBDIVISION OF THE EAST QUARTER OF THE SOUTHWEST $\frac{1}{4}$ AND THE NORTH 64 RODS OF THE SOUTHEAST $\frac{1}{4}$ AND THAT PART OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ LYING SOUTH OF THE CENTER LINE OF THE MIDLOTHIAN TURNPIKE ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE SOUTH 33 FEET OF THE EAST HALF OF THE EAST HALF OF THE SOUTH WEST QUARTER CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND RAILROAD), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 (EXCEPT THE NORTH 17 FEET MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) AND LOTS 5 AND 6 IN TURNPIKE INDUSTRIAL SUBDIVISION, BEING A RESUBDIVISION OF LOT 13 IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, BEING A SUBDIVISION OF THE EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ AND THE NORTH 64 RODS OF THE SOUTH EAST $\frac{1}{4}$ AND THAT PART OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ LYING SOUTH OF THE CENTER LINE OF THE MIDLOTHIAN TURNPIKE, ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE SOUTH 33 FEET OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND RAILROAD) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 AND 2 (EXCEPT FROM SAID LOTS THE NORTH 17 FEET MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) AND LOT 4 IN TURNPIKE INDUSTRIAL SUBDIVISION, BEING A RESUBDIVISION OF LOT 13 IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, BEING A SUBDIVISION OF THE EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ AND THE NORTH 64 RODS OF THE SOUTH EAST $\frac{1}{4}$ AND THAT PART OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ LYING SOUTH OF THE CENTER LINE OF THE MIDLOTHIAN TURNPIKE, ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE SOUTH 33 FEET OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND RAILROAD) ALL IN COOK COUNTY, ILLINOIS.

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PROPERTY ADDRESS OF REAL ESTATE:

4427 Midlothian Turnpike, Crestwood IL 60445

PERMANENT TAX IDENTIFICATION NUMBER:

- 28-03-308-045-0000
- 28-03-308-046-0000
- 28-03-308-050-0000
- 28-03-308-051-0000
- 28-03-308-052-0000
- 28-03-308-053-0000
- 28-03-308-054-0000
- 28-03-308-055-0000

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