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THIS DOCUMENT PREPARED BY:

Crowley & Lamb, P.C.
350 North LaSalle Street, Suite 900
Chicago, Illinois 60610

Doc#: 0736155049 Fee: \$44.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/27/2007 12:53 PM Pg: 1 of 11

AFTER RECORDING RETURN TO:

Diamond Bank, FSB
100 West North Avenue
Chicago, IL 60610
Attn: Vice President

This space reserved for Recorder's use only

FREEDOM TITLE CORP.

AR 6710002

MODIFICATION OF LOAN DOCUMENTS

THIS FIRST MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made effective as of the 6th day of December, 2007, by and between FIRST S & H MANAGEMENT, LLC, an Illinois limited liability company ("Borrower" or "Mortgagor"), having an address of 1020 W. Lawrence, Chicago, Illinois 60640 and DIAMOND BANK FSB, its successors and assigns (the "Mortgagee"), having an address at 100 West North Avenue, Chicago, Illinois 60610 ("Lender").

RECITALS:

A. Lender has heretofore made a construction loan ("Loan") to Borrower in the principal amount of ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100THS DOLLARS U.S. (\$1,700,000.00), as evidenced, among other things, that certain Third Amended and Restated Revolving Line of Credit Note dated October 29, 2007 in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note") and that certain Assignment and Assumption and Forbearance Agreement dated October 29, 2007 among Pullump Mehmetti a/k/a Louis Menetti ("Menetti"), Borrower and Lender (the "Assumption Agreement").

B. The Note is secured by, among other things,

I: that certain Mortgage and Security Agreement and UCC Fixture Filing dated October 29, 2007, from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on December 6, 2007, as Document No. 0734049072, which mortgage encumbers the real property and all, improvements thereon legally described as Parcel I on Exhibit "A" hereto.

II: that certain Mortgage and Security Agreement and UCC Fixture Filing dated October 29, 2007, from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on December 6, 2007, as Document No. 0734049075, which mortgage

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encumbers the real property and all, improvements thereon legally described as Parcel II on Exhibit "A" hereto.

III: that certain Mortgage and Security Agreement and UCC Fixture Filing dated October 29, 2007, from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on December 6, 2007, as Document No. 0734049074, which mortgage encumbers the real property and all, improvements thereon legally described as Parcel III on Exhibit "A" hereto.

IV: that certain Mortgage and Security Agreement and UCC Fixture Filing dated October 29, 2007, from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on December 6, 2007, as Document No. 0734049070, which mortgage encumbers the real property and all, improvements thereon legally described as Parcel IV on Exhibit "A" hereto.

V: that certain Mortgage and Security Agreement and UCC Fixture Filing dated October 29, 2007, from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on December 6, 2007, as Document No. 0734049066, which mortgage encumbers the real property and all, improvements thereon legally described as Parcel V on Exhibit "A" hereto.

VI: that certain Mortgage and Security Agreement and UCC Fixture Filing dated October 29, 2007, from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on December 6, 2007, as Document No. 0734049068, which mortgage encumbers the real property and all, improvements thereon legally described as Parcel VI on Exhibit "A" hereto.

VII: that certain Junior Mortgage and Security Agreement dated May 21, 2007, from Mennetti to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on September 26, 2007, as Document No. 0726939139, which mortgage encumbers the real property and all, improvements thereon legally described as parcel VII on Exhibit A hereto, as heretofore amended.

All of the above described Mortgages are collectively referred to herein as the "Mortgages". The Note, the Mortgages and all other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents".

C. Borrower now desires to amend the Loan Documents in order to increase the principal amount of the Loan by \$30,000.00, and Lender is willing to so increase the principal amount of the Loan on the terms and conditions more fully set forth hereinafter.

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 Lender to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's reasonable attorneys fees and costs in connection with this Modification, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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1. **Increase.** The principal amount of the Loan as described in the Note, in the Mortgages and in any of the other Loan Documents, shall be increased from \$1,700,000.00 to \$1,730,000.00.

2. **Amendment of Note.** The Note shall be amended and restated by that certain Fourth Amended and Restated Revolving Line of Credit Note of even date herewith, executed by Borrower in favor of Lender (the "Amended Note"). As of the date hereof, the Amended Note shall be substituted for and replace in their entirety the Note.

3. **Amendment of the Assignment and Assumption:** Section 5(e) of the Assumption Agreement is hereby amended by deleting "One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00)" and substituting therefor "One Million Seven Hundred Thirty Thousand (\$1,730,000.00)."

4. **Reaffirmation of Obligations.** The Borrower ratifies and affirms his obligations under the terms of the Note and the Indemnity Agreement executed by Borrower in favor of Lender and agrees that the Note (as amended) and such Indemnity Agreement are in full force and effect following the execution and delivery of this Agreement and the Amended Note. The representations and warranties of Borrower in the Loan Documents are, as of the date hereof, true and correct and Borrower does not know of any default thereunder. The Loan Documents continue to be the valid and binding obligation of Borrower, enforceable in accordance with their terms and Borrower has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Loan Documents.

5. **Continuing Validity.** Except as expressly modified above, the terms of the original Mortgages shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Agreement does not waive Lender's rights to require strict performance of the Mortgages as amended above nor obligate Lender to make any future modifications. Nothing in this Agreement shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgages. It is the intention of Lender to retain as liable all parties to the Mortgages and all parties, makers and endorsers to the Amended Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Agreement. If any person who signed either of the Mortgages does not sign this Agreement, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

6. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Note (as amended and modified), the Mortgages, the Loan Documents and this Loan Modification are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Documents) under the Note (as amended and modified), this Loan Modification, any of the Mortgages or the other Loan Documents and Borrower knows of no events or circumstances which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note (as amended and modified), any of the Mortgages or the other Loan Documents.

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(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower 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 Borrower 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 the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan, the Note or the Loan Documents as modified herein.

(f) The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

7. **Title Policy.** At Lender's request, Borrower shall, at its sole cost and expense, cause Freedom Title Company to issue an endorsement to Lender's Title Policy, as of the date this Agreement is recorded, reflecting the recording of this Agreement, subject only to the Permitted Exceptions set forth in the Mortgage or any other encumbrances expressly agreed to by Lender.

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

9. **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 Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender 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 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 Lender, the same shall not be deemed to constitute Lender 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 Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in

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the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; 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 "Mortgages" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Amended Note, the Mortgages 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 Borrower's obligations under this Agreement.

10. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives, except to the extent of any contrary provision in this Agreement. Each party intends that this Agreement, in all respects, shall be deemed and construed to have been prepared mutually by all parties, and it is expressly agreed that any uncertainty and ambiguity existing herein shall not be construed more strictly against one party or the other against the other party. If any part or any provision of this Agreement shall be determined to be invalid under any applicable law or the regulation, the remaining part of this Agreement, that can be separated from the invalid, unenforceable provisions, shall be in full force and effect.

11. **No Novation.** This Agreement shall not be deemed or construed to be a satisfaction, reinstatement, novation, or release of the Loan or of any of the other Loan Documents, or, except as expressly provided herein, nor shall it be deemed a waiver by Lender of any of the rights of Lender under the Note (or the Amended Note) or any of the other Loan Documents, or at law or in equity, and shall not be construed as a repayment or novation of the Note.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered (whether by facsimile transmission or otherwise) shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

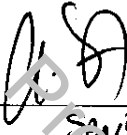
[signature page attached]

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

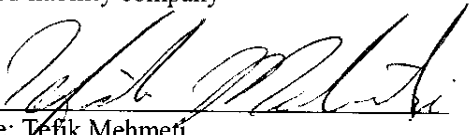
LENDER:

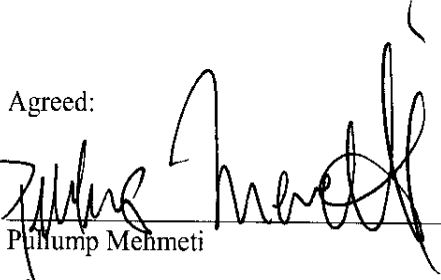
DIAMOND BANK, FSB

By: 
Its: Senior Vice President

BORROWER/MORTGAGOR:

FIRST S & H MANAGEMENT, LLC, an Illinois limited liability company

By: 
Name: Tefik Mehmeti
Title: Operating Manager

Agreed: 
Puhump Mehmeti

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

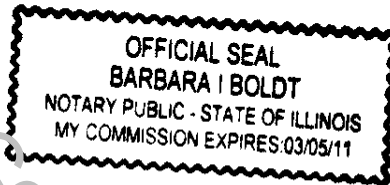
I, Barbara I. Boldt, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Christopher Sebastian, SVP President of Diamond Bank, FSB, known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of Diamond Bank, FSB, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of December, 2007.

Barbara I. Boldt
Notary Public

My Commission Expires:

03/05/11



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

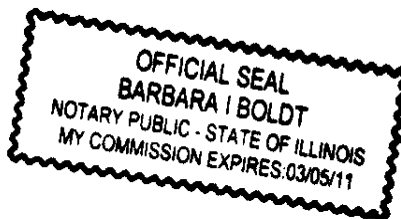
I, Barbara I. Boldt, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Tefik Mehmeti, Operating Manager of First S & H Management, LLC, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of December, 2007.

Barbara I. Boldt
Notary Public

My Commission Expires:

03/05/11



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

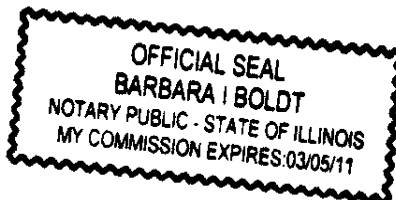
I, Barbara I. Boldt a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Pullump Mehmeti, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4 day of December 2007.

Barbara I. Boldt
Notary Public

My Commission Expires:

03/05/11




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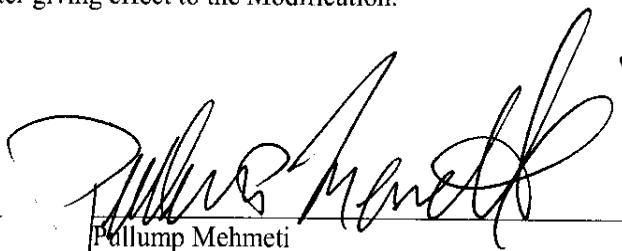
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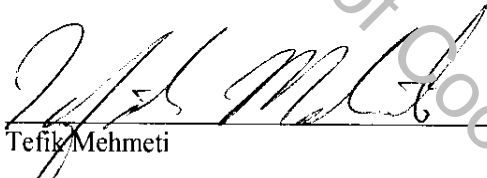
JOINDER BY GUARANTORS

The undersigned are the Guarantors who each executed and delivered a Guaranty dated October 29, 2007 (each a "Guaranty") relating to the loan ("Loan") assumed by First S & H Management, LLC ("Borrower") under that certain Assignment Assumption and Forbearance Agreement (the "Agreement") dated October 29, 2007 among Pullump Mehmeti, Borrower and Diamond Bank, FSB ("Lender"). As a condition to the Modification of Loan Documents of even date herewith, the Lender has required that the undersigned consent, ratify and reaffirm the obligations of each of the undersigned under the applicable Guaranty. By signing below, each of the undersigned hereby consents, ratifies and reaffirms the obligations his obligations under the applicable Guaranty after giving effect to the Modification.

Dated: December 6, 2007


Burim Mehmeti


Pullump Mehmeti


Tefik Mehmeti

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

LOT 13 IN THE SUBDIVISION OF LOTS 568 TO 581, BOTH INCLUSIVE, AND THE NORTH HALF OF LOT 567 IN DICKEY'S THIRD ADDITION TO CHICAGO IN SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-02-419-013-0000

COMMONLY KNOWN AS: 825 N. CENTRAL PARK AVENUE, CHICAGO, ILLINOIS 60651

PARCEL II:

LOT 8 IN BLOCK 3 IN SUPERIOR COURT SUBDIVISION OF LOT 2 IN SUPERIOR COURT PARTITION OF THE SOUTH 3/8 OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-04-222-044-0000

COMMONLY KNOWN AS: 4148 S. WELLS STREET, CHICAGO, ILLINOIS 60609

PARCEL III:

LOT 2 IN BLOCK 7 IN FALCONER'S SECOND ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-28-222-017

COMMONLY KNOWN AS: 4905 W. OAKDALE, CHICAGO, ILLINOIS

PARCEL IV:

LOT 22 IN BLOCK 3 IN CONDIT'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-29-208-043

COMMONLY KNOWN AS: 7252 S. MAY STREET, CHICAGO, ILLINOIS

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PARCEL V:

LOT 32 AND THE NORTH 9 FEET OF LOT 33 IN BLOCK THREE IN BOYD AND HALL'S SUBDIVISION OF THE NORTH HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-25-404-008-0000

COMMONLY KNOWN AS: 7519 S. PAXTON, CHICAGO, ILLINOIS 60649

PARCEL VI:

LOT 5 IN BLOCK 22 IN JERNBERG'S SUBDIVISION OF BLOCKS 2, 5, 6, 7, 8, 11 THROUGH 28 AND RESUBDIVISION OF BLOCK 4 OF ROOF AND WESTON'S ADDITION TO MORGAN PARK, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER EXCEPT THE NORTH 20 ACRES AND THE EAST HALF OF THE NORTHWEST QUARTER EXCEPT THE NORTH 20 ACRES OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-20-130-009-0000

COMMONLY KNOWN AS: 11442 S. THROP, CHICAGO, ILLINOIS 60643

PARCEL VII:

LOT 20 IN BLOCK 1 IN NORTH SHORE BOULEVARD SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 11-32-305-003-0000

COMMONLY KNOWN AS: 1249 W. PRATT, CHICAGO, ILLINOIS 60625