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RECORDATION REQUESTED BY:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603



WHEN RECORDED MAIL TO:
Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603
Attention: Scott D.H. Redman

Doc#: 0803646050 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/05/2008 02:40 PM Pg: 1 of 5

This Instrument prepared by:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603

[This Space For Recorder's Use Only]

MODIFICATION AGREEMENT

965063228334-R

This Modification Agreement ("Modification Agreement") is made as of the 19th day of December, 2007, between ABC PINNACLE, LLC ("Borrower"), and FIRST BANK ("Lender").

WITNESSETH

WHEREAS, Borrower executed a Mortgage dated October 3, 2007, in favor of Lender, recorded on OCTOBER 18, 2007 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 6258079, for the real property described on the attached Exhibit A ("Property") and located at 691 Wake Robbin, Highland Park, Illinois;

WHEREAS, Borrower has requested Lender to amend certain provisions of the Mortgage, as well as the other documents executed and delivered to Lender in connection therewith (collectively, the "Loan Documents") in order to, among other things, increase the amount secured thereby; and

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WHEREAS, Lender is willing to grant Borrower's requests on the terms and condition hereinafter set forth.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and of any amendments or modifications heretofore, now or hereafter made by Lender, the parties hereto hereby agree as follows:

All capitalized terms used herein without definition shall have the meaning as set forth in the Loan Documents.

1. **Amendment to Mortgage.** The Mortgage is hereby modified and amended as follows:

(a) **Maximum Lien.** The maximum amount secured by the Mortgage shall be increased to \$5,000,000.00.

(b) **Indebtedness.** The definition of Indebtedness is amended to include any and all indebtedness of AMP of Illinois, LLC to Lender, whether now or hereafter incurred.

2. **Amendment to Other Loan Documents.** The other Loan Documents are hereby amended to reflect the modifications made to the Note herein.

3. **Continuation.** Except as otherwise specifically modified or amended by the terms of this Modification Agreement or other amendments, which have been mutually agreed in writing by and between Borrower and Lender, the Loan Documents and all provisions contained therein, respectively, shall continue in full force and effect.

4. **Reaffirmation.** Borrower by execution of this Modification Agreement, hereby reaffirms, ratifies, and remakes the covenants, warranties and representations contained in the Loan Documents.

4. **Counterparts.** This Modification Agreement may be executed simultaneously in any number of counterparts, which shall, collectively and separately, constitute one agreement.

6. **No Defenses.** Borrower represents to the Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral. Without limiting the generality of the foregoing, Borrower hereby releases and forever discharges Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

7. **Disclaimer.** Borrower expressly disclaims any reliance on any oral representation made by Lender with respect to the subject matter of this Modification Agreement. Borrower acknowledges and agrees that Lender is specifically relying upon the

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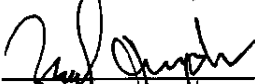
representations, warranties, releases and agreements contained herein, and that this Modification Agreement is executed by Borrower and delivered to Lender as an inducement to provide the agreements contained herein.

8. **Costs.** Borrower agrees to pay upon demand all of Lender's out-of-pocket expenses, including attorneys' fees, incurred in connection with this Modification Agreement. Lender may pay someone else to help collect the loans secured by the Loan Documents and to enforce the Loan Documents, and Borrower will pay that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also will pay any court costs, in addition to all other sums provided by law.


9. **Jurisdiction, Jury Waiver.** This Modification Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, under the Loan Documents, this Modification Agreements, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, the State of Illinois. **LENDER, BORROWER HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER LENDER OR BORROWER AGAINST THE OTHER.** This Modification Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Executed as of the date first written above.

ABC PINNACLE, LLC

By: 
Its: Manager

FIRST BANK

By: 
Its: Vice President

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BORROWER ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the County of Cook in the State of Illinois, DO HEREBY CERTIFY that Zach Joseph, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Manager of Borrower, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of Borrower for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19TH day of DECEMBER, 2007.

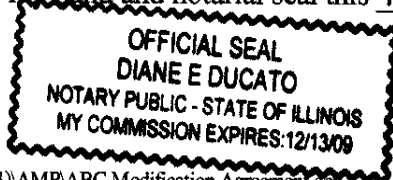


Diane E. Ducato
Notary Public

LENDER ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the County of Cook in the State of Illinois, DO HEREBY CERTIFY that JAMES C. BRENNAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument individually and as such officer of the FIRST BANK appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of FIRST BANK for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19TH day of DECEMBER, 2007.



Diane E. Ducato
Notary Public

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EXHIBIT 'A'

Lot 5 in Lebolt's Subdivision, being a subdivision of part of lot 122 in South Highland Addition to Highland Park in the northeast $\frac{1}{4}$ of section 36, township 43 north, range 12, east of the third principal meridian, according to the plat of Lebolt's Subdivision recorded April 5, 1938 as document 447955 in Book "X" of plats, page 95, in Lake County, Illinois.

PIN 16-36-206-002

Property commonly known as: 691 Wake Robin, Highland Park, IL 60035

Property of Cook County Clerk's Office