



Doc#: 0807733135 Fee: \$130.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/17/2008 10:50 AM Pg: 1 of 20

THIS DOCUMENT PREPARED BY AND UPON
RECORDING TO BE RETURNED TO:

TODD A. BICKEL, ESQ.
Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Chicago, Illinois 60606

Property of Cook County Clerk's Office

AMENDMENT TO LOAN DOCUMENTS

8359371 02 J6 1 of 1

THIS AMENDMENT (this "Amendment") is dated and effective as of November 1, 2007, and is by and among 180 WACKER, L.L.C., an Illinois limited liability company ("Borrower") and E. THOMAS COLLINS, JR., RICHARD E. HULINA, JOHN E. SHAFFER, DENNIS J. HIFFMAN, KEITH BANK and ROBERT SMIETANA (individually and collectively "Guarantor") and MSP 180 WACKER, LLC ("MSP"), an Illinois limited liability company, JES 180 WACKER, LLC ("JES"), an Illinois limited liability company, and RES 180 WACKER, LLC ("RES"), an Illinois limited liability company (individually and collectively, "Owners") and PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation ("Lender").

RECITALS:

A. Pursuant to that certain Loan Agreement (the "Agreement") dated as of November 7, 2006, by and between Borrower and Lender, Lender made a loan to Borrower in the original principal amount of Three Million and No/100ths Dollars (\$3,000,000.00) (the "Loan").

B. The Loan is evidenced by a note (the "Note") dated as of November 7, 2006, made by Borrower payable to the order of Lender in the original principal amount of Three Million and No/100ths Dollars (\$3,000,000.00) and is further evidenced and secured by those "Loan Documents" defined and identified as such in the Loan Agreement, including without limitation: (i) a Mortgage ("Mortgage") dated as of November 7, 2006, executed by Borrower and Owners' predecessors in interest in favor of Lender, encumbering the property legally described therein (the "Mortgaged Premises") as legally described on Exhibit A attached hereto and made a part hereof, which Mortgage was recorded with the Recorder of Deeds for Cook County, Illinois on November 14, 2006, as Document No. 0631901000; and (ii) a Collateral Assignment of Rents and Leases ("Assignment of Rents") dated as of November 7, 2006, executed by

Handwritten initials/signature

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Borrower and Owners' predecessors in interest in favor of Lender encumbering the Mortgaged Premises, which Assignment of Rents was recorded with the Recorder of Deeds for Cook County, Illinois on November 7, 2006, as Document No. 0631901001, (iii) a Guaranty dated as of November 7, 2006 executed by Guarantor in favor of Lender, (iv) an Environmental Indemnity Agreement dated as of November 7, 2006 executed by Guarantor and Borrower in favor of Lender, (v) an Assignment of Permits an Developer's Rights dated as of November 7, 2006 executed by Borrower in favor of Lender; (vi) a UCC Financing Statement naming Borrower as "Debtor" and Lender as "Secured Party" filed with the Illinois Secretary of State on November 13, 2006 as document number 11528414, and filed with the Recorder of Deeds for Cook County, Illinois on November 15, 2006, as Document No. 0631901002, and (viii) an Agreement Regarding Loan executed by Owners' predecessors in interest and Lender, dated as of November 7, 2006 ("ARL").

C. John E. Shaffer ("Shaffer"), Robert E. Smietana ("Smietana") and Melissa S. Pielet, as Trustee of The Melissa S. Pielet Revocable Trust Last Amended and Restated on September 19, 2006 ("Pielet"), transferred their respective interests in the Mortgaged Premises to the Owners on or about July 3, 2007 (collectively, the "Transfers").

D. Borrower, Owners and Guarantor have requested that Lender extend the stated Maturity Date of the Note to November 1, 2008, increase the Interest Reserve by an amount of \$150,000.00 (thereby increasing the Loan to \$3,150,000.00), and to make certain other modifications as provided herein and Lender has agreed to the same, subject to the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree acknowledge and agree as follows:

1. The foregoing Recitals are hereby incorporated into and shall become part of this Amendment. All capitalized terms used but not otherwise defined herein shall have the same meaning as such terms are used in the Loan Documents.

2. Notwithstanding anything to the contrary contained in any of the Loan Documents, the stated Maturity Date of the Note is hereby extended from November 1, 2007 to November 1, 2008. All references to "Maturity Date" in the Loan Documents shall mean November 1, 2008.

3. Effective as of the date hereof, the Interest Reserve is hereby increased by an amount of \$150,000.00.

4. Effective as of the date hereof, the principal amount of the Loan is hereby increased by an amount of \$150,000.00, for a total Loan equal to \$3,150,000.00. All references in the Loan Documents to "Loan," "Principal Sum" and "Loan Amount" shall hereafter be deemed to refer to the amount of \$3,150,000.00. All references in the Loan Documents to "\$3,000,000.00" shall hereafter refer to "\$3,150,000.00". Borrower

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acknowledges and agrees that, notwithstanding the foregoing, the entire Loan has been fully disbursed and no portion of the Loan is available to Borrower, except \$150,000 of the Interest Reserve as provided by virtue of this Amendment, which is governed by Section 1.3 of the Loan Agreement.

5. Lender hereby consents to and approves the Transfers for all purposes under the Loan Documents. Effective as of July 3, 2007, all references in the ARL, the Mortgage and the Assignment of Rents to "John E. Shaffer" and "Shaffer," are hereby replaced by "JES 180 Wacker, LLC." Effective as of July 3, 2007, all references in the ARL, the Mortgage and the Assignment of Rents to "Robert E. Smietana," and "Smietana" are hereby replaced by "RES 180 Wacker, LLC." Effective as of July 3, 2007, all references in the ARL, the Mortgage and the Assignment of Rents to "Melissa S. Pielet, as Trustee of The Melissa S. Pielet Revocable Trust Last Amended and Restated on September 19, 2006," and "Pielet" are hereby replaced by "MSP 180 Wacker, LLC." JES, RES and MSP are executing this Amendment to certify their agreement to the above substitutions, and to expressly assume their respective obligations and liabilities as the substituted parties under the ARL, the Mortgage and the Assignment of Rents, all effective as of July 3, 2007. Lender hereby releases Shaffer, Smietana and Pielet from all obligations and liabilities arising or accruing from and after July 3, 2007 under the ARL, the Mortgage and the Assignment of Rents, but only to the extent such obligations and liabilities relate to each such party's status as a direct party under such documents. Nothing herein shall be deemed to be a release or modification of any kind of the obligations or liabilities of Shaffer, Smietana or any other Guarantor under the Guaranty, which remains in full force and effect.

6. Section 7.1 (*Setoff*) of the Loan Agreement and the last grammatical sentence of Section 3.2 (*Nature of Remedies*) of the Note are hereby deleted in their entirety.

7. Concurrently with the execution of this Amendment, and as a condition precedent to Lender's execution hereof, Borrower shall complete all tasks and deliver to Lender all of the items which are required to be delivered by Borrower to Lender pursuant to this Amendment and which are set forth on the Amendment Checklist provided by Lender to Borrower, all at Borrower's sole cost and expense and all in form and substance satisfactory to Lender in its sole discretion.

8. Borrower and Guarantor hereby acknowledge that the Environmental Indemnity Agreement is in full force and effect in accordance with its terms. Borrower and Guarantor hereby acknowledge that Borrower's and Guarantor's obligations, covenants and agreements under the Environmental Indemnity Agreement are not diminished, discharged or adversely affected by this Amendment or any action or inaction taken by Lender in connection with the Loan, as amended hereby. Borrower and Guarantor hereby agree that all of Borrower's and Guarantor's covenants, agreements, representations and warranties and liabilities and obligations as set forth in the Environmental Indemnity Agreement with respect to the Loan Documents as amended by this Amendment are hereby incorporated by reference herein and reaffirmed and apply to the Loan Documents, as amended hereby.

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9. Guarantor hereby consents to the execution by Borrower of this Amendment and all of the terms and conditions of the Loan Documents, as modified by this Amendment. Guarantor hereby agrees that the Guaranty is in full force and effect in accordance with its terms, as hereby reaffirmed and hereby restates and reaffirms his obligations under the Guaranty. Guarantor hereby acknowledges that his obligations, covenants and agreements under the Guaranty are not diminished, discharged or adversely affected by this Amendment or any action taken by Lender or any other matter, fact or circumstance. Owner hereby agrees that the ARL, the Mortgage and the Assignment of Rents is in full force and effect in accordance with their respective terms and hereby restates and reaffirms Owners' obligations thereunder. Owner acknowledges that Owners' obligations, covenants and agreements under the ARL, the Mortgage and the Assignment of Rents are not diminished, discharged or adversely affected by this Amendment or any action taken by Lender or any other matter, fact or circumstance.

10. Borrower, Owner and Guarantor hereby consent to the recording of this instrument with the Cook County Recorder of Deeds or any other public record necessary to protect Lender's rights under the Loan Documents, at any time at Lender's discretion.

11. Borrower, Owner and Guarantor represent and warrant, to the best of their knowledge, that no Event of Default has occurred under any of the Loan Documents to which each is a party, as hereby amended, and Borrower and Guarantor hereby reaffirm all of their representations, covenants, agreements and obligations under each of the Loan Documents, to which each is a party, as amended hereby, which secure Borrower's obligations under the Loan.

12. In all other respects, the terms and provisions of the Loan Documents, as hereby amended, shall remain in full force and effect.

13. All reference to the Loan Documents or any of them shall be deemed to be a reference to such Loan Documents as amended hereby.

14. This Amendment may be signed in multiple counterparts, which when taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]

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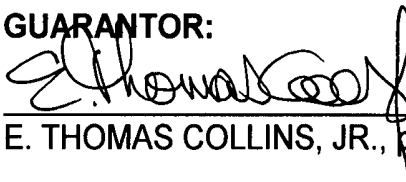
IN WITNESS WHEREOF, Borrower, Guarantor and Lender have executed this Amendment as of the day and year first above written.

BORROWER:

180 WACKER, L.L.C., an Illinois limited liability company

By: 
Its: MANAGER

GUARANTOR:


E. THOMAS COLLINS, JR., personally

RICHARD E. HULINA, personally

JOHN E. SHAFFER, personally

DENNIS J. HIFFMAN, personally

KEITH BANK, personally

ROBERT E. SMETANA, personally

[SIGNATURES CONTINUE ON NEXT PAGE]

UNOFFICIAL COPY

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

BORROWER:

180 WACKER, L.L.C., an Illinois limited liability company

By: _____
Its: _____

GUARANTOR:

E. THOMAS COLLINS, JR., personally

Richard E. Hulina

RICHARD E. HULINA, personally

JOHN E. SHAFFER, personally

DENNIS J. HIFFMAN, personally

KEITH BANK, personally

ROBERT E. SMIETANA, personally

Property of Cook County Clerk's Office

[SIGNATURES CONTINUE ON NEXT PAGE]

UNOFFICIAL COPY

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

BORROWER:

180 WACKER, L.L.C., an Illinois limited liability company

By: _____
Its: _____

GUARANTOR:

E. THOMAS COLLINS, JR., personally

RICHARD E. HULINA, personally

JOHN E. SHAFFER, personally

DENNIS J. HIFFMAN, personally

KEITH BANK, personally

ROBERT E. SMIETANA, personally

John E. Shaffer
John E. Shaffer as
attorney in fact on behalf of
Robert E. Smietana

Property of Cook County Clerk's Office

[SIGNATURES CONTINUE ON NEXT PAGE]

UNOFFICIAL COPY

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

BORROWER:

180 WACKER, L.L.C., an Illinois limited liability company

By: _____
Its: _____

GUARANTOR:

E. THOMAS COLLINS, JR., personally

RICHARD E. HULINA, personally

JOHN E. SHAFFER, personally

DENNIS J. HIFFMAN, personally

KEITH BANK, personally

ROBERT E. SMETANA, personally

[SIGNATURES CONTINUE ON NEXT PAGE]

UNOFFICIAL COPY

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

BORROWER:

180 WACKER, L.L.C., an Illinois limited liability company

By: _____
Its: _____

GUARANTOR:

E. THOMAS COLLINS, JR., personally

RICHARD E. HULINA, personally

JOHN E. SHAFFER, personally

DENNIS J. HIFFMAN, personally

Keith Bank

KEITH BANK, personally

ROBERT E. SMIETANA, personally


[SIGNATURES CONTINUE ON NEXT PAGE]

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

OWNER:

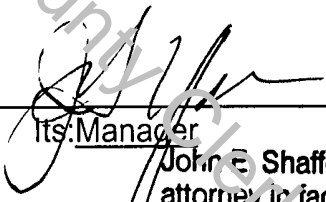
MSP 180 WACKER, LLC, an Illinois limited liability company

By: 
Its: Manager

JES 180 WACKER, LLC, an Illinois limited liability company

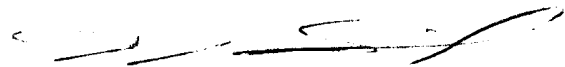
By: 
Its: Manager

RES 180 WACKER, LLC, an Illinois limited liability company

By: 
Its: Manager
John E. Shaffer as attorney in fact on behalf of Robert E. Smietana

LENDER:

THE PRIVATEBANK AND TRUST, an Illinois banking corporation

By: 
Its: MANAGING DIRECTOR

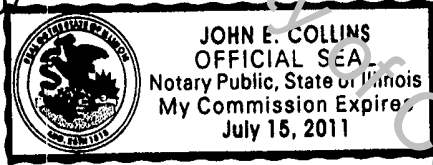
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF IL)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that E. THOMAS COLLINS, JR. personally known to me to be the MANAGER of 180 WACKER, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he signed and delivered the said instrument as his 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 official seal this 1 day of November, 2007



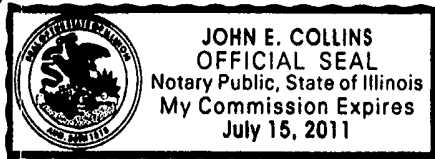
[Signature]
Notary Public

My Commission Expires:

STATE OF IL)
) ss.
COUNTY OF COOK)

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

Given under my hand and official seal this 1 day of November, 2007



[Signature]
Notary Public

My Commission Expires:

UNOFFICIAL COPY

STATE OF IL)
) ss.
COUNTY OF Wabago)

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

Given under my hand and official seal this 2nd day of January, 2008

Melinda Howell
Notary Public

My Commission Expires:

10-24-10



STATE OF _____)
) ss.
COUNTY OF _____)

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

Given under my hand and official seal this _____ day of _____, 2007.

Notary Public

My Commission Expires:



UNOFFICIAL COPY

STATE OF _____)
) ss.
COUNTY OF _____)

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

Given under my hand and official seal this _____ day of _____, 2007.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

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

Given under my hand and official seal this 7th day of January, 2008.

Kathryn Caplis
Notary Public

My Commission Expires: 10-3-11



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STATE OF Illinois)
) ss.
COUNTY OF Cook)

John E. Shaffer as
attorney in fact on behalf of
Robert E. Smietana

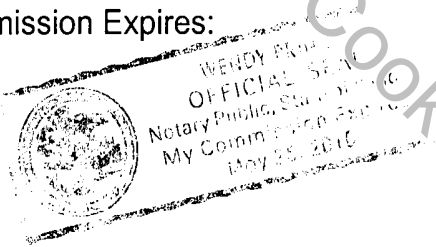
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ~~ROBERT E. SMIETANA~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he signed and delivered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

Given under my hand and official seal this 31st day of December, 2007.

Wendy

Notary Public

My Commission Expires:

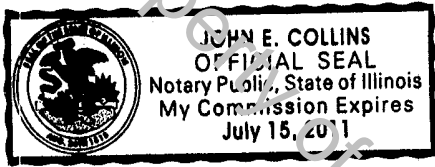


UNOFFICIAL COPY

STATE OF IL)
) ss.
COUNTY OF COOK)

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

Given under my hand and official seal this 28th day of DECEMBER, 2007.



[Signature]
Notary Public

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

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

Given under my hand and official seal this _____ day of _____, 2007.

Notary Public

My Commission Expires:

UNOFFICIAL COPY

STATE OF _____)
) ss.
COUNTY OF _____)

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

Given under my hand and official seal this _____ day of _____, 2007.

Notary Public

My Commission Expires:

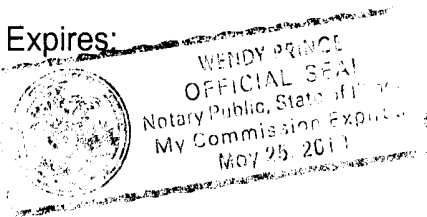
STATE OF Illinois)
) ss.
COUNTY OF Cook)

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

Given under my hand and official seal this 31st day of December, 2007.

Wendy Prince
Notary Public

My Commission Expires:



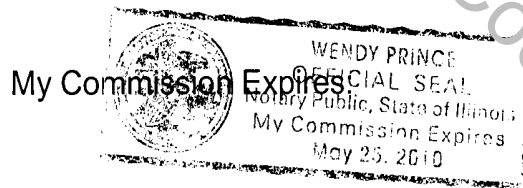
UNOFFICIAL COPY

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Melissa S. Picket, personally known to me to be the Manager of MSP 180 WACKER, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that (s)he signed and delivered the said instrument as his/her 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 official seal this 31st day of December, 2007.

Wendy Prince
Notary Public

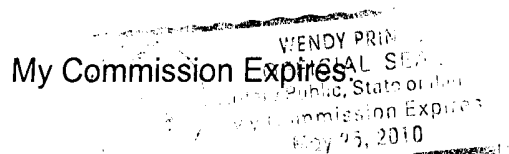


STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John E. Shaffer, personally known to me to be the Manager of JES 180 WACKER, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that (s)he signed and delivered the said instrument as his/her 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 official seal this 31st day of December, 2007.

Wendy Prince
Notary Public



UNOFFICIAL COPY

STATE OF Illinois)
) ss.
COUNTY OF Cook)

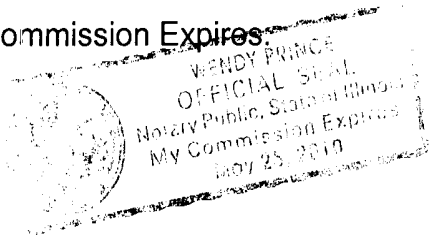
John E. Shaffer as
attorney in fact on behalf of
Robert E. Smietana

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert E. Smietana, personally known to me to be the Manager of RES 180 WACKER, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that (s)he signed and delivered the said instrument as his/her 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 official seal this 31st day of December, 2007.

Wendy Prince
Notary Public

My Commission Expires:



UNOFFICIAL COPY

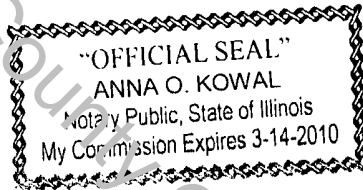
STATE OF IL)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DANIEL C. SIADAK personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MANAGING DIRECTOR of THE PRIVATEBANK AND TRUST, an Illinois banking corporation, appeared before me and acknowledged that He signed and delivered the said instrument as HIS own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31ST day of December, 2007.

Anna O. Kowal
Notary Public

My Commission Expires: 3/14/2010



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EXHIBIT A LEGAL DESCRIPTION

WHARFING LOT 28 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF WEST LAKE STREET 40 FEET WEST OF (MEASURED ALONG THE SOUTH LINE OF WEST LAKE STREET) THE WESTERLY LINE OF NORTH MARKET STREET AS LOCATED JULY 26, 1922; THENCE SOUTH EASTERLY TO A POINT 15 FEET SOUTH OF THE SOUTH LINE OF WEST LAKE STREET AND 105 FEET WEST OF THE EAST LINE OF NORTH MARKET STREET; THENCE SOUTH ALONG A LINE 105 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF NORTH MARKET STREET 49 FEET, MORE OR LESS, TO THE INTERSECTION OF A LINE 105 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF NORTH MARKET STREET AND A LINE 14.5 FEET WESTERLY OF (MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF NORTH MARKET STREET); THE WESTERLY LINE OF NORTH MARKET STREET; THENCE SOUTHERLY ALONG A LINE 14.5 FEET WESTERLY OF (MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF NORTH MARKET STREET) AND PARALLEL WITH THE WESTERLY LINE OF NORTH MARKET STREET TO THE SOUTH LINE OF SAID WHARFING LOT, WHICH PART WAS CONVEYED BY THE UNIVERSITY OF CHICAGO TO THE CITY OF CHICAGO TO THE CITY OF CHICAGO BY QUIT CLAIM DEED RECORDED AS DOCUMENT NUMBER 9221025, IN COOK COUNTY, ILLINOIS.

PIN: 17-09-427-001

Commonly known as: 180 North Wacker Drive
Chicago, IL