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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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**This Document Prepared by and When
Recorded, Return To:**

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For Recorder's Use Only

FIFTH MEMORANDUM OF MODIFICATION AGREEMENT

THIS FIFTH MEMORANDUM OF MODIFICATION AGREEMENT is executed as of April 1, 2008, by and between 4483 W. LAWRENCE, L.L.C., an Illinois limited liability company ("**Borrower**"), and HERITAGE COMMUNITY BANK, an Illinois banking corporation ("**Lender**").

WITNESSETH:

WHEREAS, on or about April 21, 2006, Lender made a construction loan to Borrower in the original principal amount of THREE MILLION SEVENTY THOUSAND AND NO/100 DOLLARS (\$3,070,000.00) (the "**Lawrence Avenue Loan**") to finance the construction and development of twelve (12) single-family condominium units (the "**Project**") located at 4483 West Lawrence Avenue, Chicago, Illinois 60630, as legally described on Exhibit A attached hereto (the "**Land**"); and

WHEREAS, the Lawrence Avenue Loan is evidenced and secured by the following instruments, each dated as of April 21, 2006, unless otherwise noted (the "**Lawrence Avenue Loan Instruments**"):

1. Construction Loan Agreement executed by and between Borrower and Lender (the "**Lawrence Avenue Loan Agreement**");
2. Construction Note executed by Borrower payable to Lender in the original principal amount of THREE MILLION SEVENTY THOUSAND AND NO/100 DOLLARS (\$3,070,000.00) (the "**Lawrence Avenue Note**");
3. Construction Mortgage executed by Borrower, as Mortgagor, to and for the benefit of Lender, as Mortgagee, covering the Land, and recorded in the Cook County Recorder's Office, Cook County, Illinois, on April 27, 2006, as Document No. 0611741105 (the "**Lawrence Avenue Mortgage**");
4. Assignment of Rents and Leases executed by Borrower, as Assignor, to and for the benefit of Lender, as Assignee, covering the Land, and recorded in the Cook County Recorder's Office, Cook County, Illinois, on April 27, 2006, as Document No. 0611741106;
5. Guaranty executed by certain guarantors of the Lawrence Avenue Loan ("**Guarantors**") to and for the benefit of Lender (the "**Lawrence Avenue Guaranty**");

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6. Guaranty of Completion and Performance executed by Guarantors to and for the benefit of Lender;
7. Environmental Indemnity Agreement executed by Borrower and Guarantors to and for the benefit of Lender;
8. Collateral Assignment of Architect's Contract executed by Borrower to and for the benefit of Lender;
9. Collateral Assignment of Construction Contract executed by Borrower to and for the benefit of Lender;
10. Collateral Assignment of Sale Contracts executed by Borrower to and for the benefit of Lender;
11. UCC Financing Statement recorded in the Cook County Recorder's Office, Cook County, Illinois, on April 27, 2006, as Document No. 0611741107;
12. UCC Financing Statement filed with the Illinois Secretary of State's Office on April 25, 2006, as Filing No. 10894808 FS;
13. Disbursement Authorization executed by Borrower; and
14. Any and all other documents or instruments given at any time to evidence and secure the Loan.

WHEREAS, the terms and provisions of the Lawrence Avenue Loan Instruments were modified and amended by the Memorandum of Modification dated as of March 16, 2007, and recorded in the Cook County Recorder's Office, Cook County, Illinois, on May 7, 2007, as Document No. 0712734092 (the "**First Memorandum of Modification**"), whereby the Maturity Date of the Loan was extended to July 21, 2007; and

WHEREAS, the terms and provisions of the Lawrence Avenue Loan Instruments were further modified and amended by the Second Memorandum of Modification and Extension Agreement dated as of July 20, 2007, and recorded in the Cook County Recorder's Office, Cook County, Illinois, on August 22, 2007, as Document No. 0723447000 (the "**Second Memorandum of Modification**"), whereby the Maturity Date of the Loan was further extended to February 18, 2008; and

WHEREAS, the terms and provisions of the Lawrence Avenue Loan Instruments were further modified and amended by the Third Memorandum of Modification Agreement dated as of September 13, 2007, recorded in the Cook County Recorder's Office, Cook County, Illinois, on September 24, 2007, as Document No. 0726710043 (the "**Third Memorandum of Modification**"), whereby the Loan Amount was increased to \$3,238,000.00; and

WHEREAS, pursuant to the terms and provisions of the Third Memorandum of Modification, Borrower, as Maker, executed a replacement Note dated September 13, 2007, payable to the order of Lender, as Payee, in the principal amount of \$3,238,000.00 (the "**Lawrence Avenue First Replacement Note**"), which Lawrence Avenue First Replacement Note was due and payable in full on or before February 18, 2008; and

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WHEREAS, the terms and provisions of the Lawrence Avenue Loan Instruments were further modified and amended by the Fourth Memorandum of Modification and Extension Agreement dated as of February 8, 2008, recorded in the Cook County Recorder's Office, Cook County, Illinois, on _____, 2008, as Document No. _____ (the "**Fourth Memorandum of Modification**"), whereby the Maturity Date of the Loan was further extended to November 18, 2008; and

WHEREAS, as of the date of this Agreement, there is an outstanding principal balance due and owing on the Lawrence Avenue Loan in the amount of TWO MILLION THREE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$2,398,950.00), excluding accrued and unpaid interest, late fees and any other Lawrence Avenue Loan costs and expenses; and

WHEREAS, Lender and Borrower have agreed to further modify and amend the Loan Instruments as herein after provided;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Modification of Lawrence Avenue Loan Instruments.** Subject to the terms and provisions contained herein, the terms and provisions of the Lawrence Avenue Loan Agreement, and the corresponding provisions of the other Lawrence Avenue Loan Instruments, have been further modified and amended, effective as of the date hereof, so as to provide as follows:

(a) **Cross-Collateralization.** In addition to the Lawrence Avenue Note, the Lawrence Avenue Mortgage shall secure the indebtedness evidenced by:

(i) The Promissory Note dated June 26, 2006, executed by 4321 N. Tripp, Inc., an Illinois corporation, and payable to the order of Lender in the principal amount of \$220,000.00 (the "**Tripp Avenue Note**"), evidencing a mortgage loan from Lender to 4321 N. Tripp, Inc., in the principal amount of \$220,000.00 (the "**Tripp Avenue Loan**"), secured by the real property located at 4321-23 North Tripp Avenue, Chicago, Illinois 60641, legally described on Exhibit B attached hereto (the "**Tripp Avenue Property**"); and

(ii) The Note dated April 1, 2008, executed by Dejan Cvejic, individually, and payable to the order of Lender in the principal amount of \$105,000.00 (the "**Troy Street Note**") evidencing a junior mortgage loan from Lender to Dejan Cvejic, individually, in the principal amount of \$105,000.00 (the "**Troy Street Loan**"), secured by certain real property, legal title to which is vested in 3901 N. Troy, L.L.C., an Illinois limited liability company, and commonly known as Unit 3118-2, Byron Troy Condominium, 3901 North Troy Street, Chicago, Illinois 60618, legally described on Exhibit C attached hereto (the "**Troy Street Property**").

(b) **Modification of the Lawrence Avenue Mortgage.**

(i) The definition of "**Note**" in the first Recital on page 1 of the Lawrence Avenue Mortgage is hereby modified and amended to include the following: (A) the Lawrence Avenue First Replacement Note dated September 13, 2007, in the principal amount of \$3,238,000.00; (B) the Tripp Avenue Note dated June 26, 2006, in the

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principal amount of \$220,000.00; and (C) the Troy Street Note dated April 1, 2008, in the principal amount of \$105,000.00 (collectively referred to as the “Notes”).

(ii) The definition of “**Indebtedness**” in the first paragraph on page 2 of the Lawrence Avenue Mortgage is hereby deleted in its entirety, and the following is substituted therefor, to read in full as follows:

“**Indebtedness**’ means all obligations of Mortgagor to Mortgagee for payment of any and all amounts due under the Notes or (a) this Mortgage, (b) the mortgage dated as of June 26, 2006, executed by 4321 N. Tripp, Inc., an Illinois corporation, as Mortgagor (the “**Tripp Avenue Mortgage**”), secured by the Tripp Avenue Note in the principal amount of \$220,000.00, and covering the real property located at 4321-23 North Tripp Avenue, Chicago, Illinois 60641 (the “**Tripp Avenue Property**”), and (c) the mortgage dated as of April 1, 2008, executed by 3901 N. Troy, L.L.C., an Illinois limited liability company, as Mortgagor (the “**Troy Street Mortgage**”), secured by the Troy Street Note in the principal amount of \$105,000.00, and covering the real property commonly known as Unit 3118-2, Byron Troy Condominium, 3901 North Troy Street, Chicago, Illinois 60618 (the “**Troy Street Property**”) (this Mortgage, the Tripp Avenue Mortgage and the Troy Street Mortgage are collectively referred to herein as the “**Mortgages**”), together with any and all other indebtedness now or at any time due and owing from Mortgagor to Mortgagee, howsoever and whensoever arising or created. **Indebtedness**’ also includes all amounts so described herein and all costs of collection, legal expenses and in-house or reasonable outside attorneys’ fees incurred or paid by Mortgagee in attempting the collection or enforcement of the Notes or the Mortgages, or any extension or modification of the Mortgages or the Notes, and the guaranties of the Notes, or in any legal proceeding occurring by reason of Mortgagee’s being the mortgagee under the Mortgages or any extensions or modifications thereof, or the Payment under the Notes or any extensions or modifications thereof, including but not limited to, any declaratory judgment action, or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the Notes. Notwithstanding anything contained herein to the contrary, in no event shall the lien of the Mortgages secure outstanding liabilities in excess of two hundred percent (200%) of the aggregate principal amount of the Notes.”

(iii) Any and all references to “the Note” or “this Mortgage” contained in Section 5 of the Lawrence Avenue Mortgage (Default and Acceleration) are hereby modified and amended so as to reference “the Notes” or “the Mortgages,” respectively.

2. **Reaffirmation of Lawrence Avenue Loan Instruments.** Except as expressly provided herein and as provided in the Fifth Loan Modification Agreement (the “**Fifth Modification Agreement**”), Borrower and Lender hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Lawrence Avenue Loan Instruments, and Borrower agrees that said terms, provisions, representations and warranties shall remain in full force and effect.

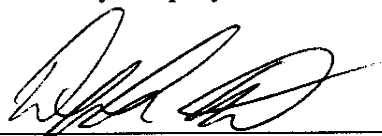
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3. **Attorneys' Fees and Costs.** Borrower shall pay any and all attorneys' fees and costs incurred by Lender in connection with the preparation, negotiation and perfection of this Agreement, the Fifth Modification Agreement and any other documents executed in connection therewith, including recording and title charges, if any.

4. **Counterparts.** This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed and acknowledged this instrument as of the date and year first above written.

4483 W. LAWRENCE, L.L.C., an Illinois
limited liability company

By: 

Dejan Cvejic
Manager

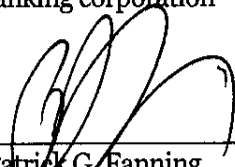
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IN WITNESS WHEREOF, Lender has executed and acknowledged the foregoing Agreement as of the date and year first above written.

HERITAGE COMMUNITY BANK, an
Illinois banking corporation

By: _____


Patrick G. Fanning
President

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ACKNOWLEDGEMENT AND CONSENT BY
4321 N. TRIPP, INC., an Illinois corporation

The undersigned, 4321 N. TRIPP, INC., an Illinois corporation, as Borrower, under that certain junior mortgage loan made by HERITAGE COMMUNITY BANK, an Illinois banking corporation, as Lender, to the undersigned Borrower on June 27, 2006, DOES HEREBY ACKNOWLEDGE, AGREE AND CONSENT to the terms and conditions of the foregoing Fifth Loan Modification Agreement dated as of April 1, 2008, modifying and amending the Lawrence Avenue Loan Instruments, whereby the Lawrence Avenue Loan is cross-collateralized with the Tripp Avenue Loan and the Troy Street Loan, as defined in the Fifth Loan Modification Agreement.

All terms used, but not defined, in this Acknowledgement shall have the same meanings ascribed to such terms in the foregoing Fifth Loan Modification Agreement.

DATED as of April 1, 2008.

BORROWER:

4321 N. TRIPP, INC., an Illinois corporation
an Illinois limited liability company

By: 

Dejan Cvejic
President

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ACKNOWLEDGEMENT AND CONSENT BY
DEJAN CVEJIC, individually
and
3901 N. TROY, L.L.C., an Illinois limited liability company

The undersigned, DEJAN CVEJIC, individually ("**Borrower**"), and 3901 N. TROY, L.L.C., an Illinois limited liability company, as legal title holder of the real property legally described on Exhibit C attached hereto ("**Mortgagor**"), pursuant to that certain junior mortgage loan made by HERITAGE COMMUNITY BANK, an Illinois banking corporation, as Lender, to Borrower as of April 1, 2008, DO HEREBY ACKNOWLEDGE, AGREE AND CONSENT to the terms and conditions of the foregoing Fifth Loan Modification Agreement dated as of April 1, 2008, modifying and amending the Lawrence Avenue Loan Instruments, whereby the Lawrence Avenue Loan is cross-collateralized with the Tripp Avenue Loan and the Troy Street Loan, as defined in the Fifth Modification Agreement.

All terms used, but not defined, in this Acknowledgement shall have the same meanings ascribed to such terms in the foregoing Fifth Loan Modification Agreement.

DATED as of April 1, 2008.

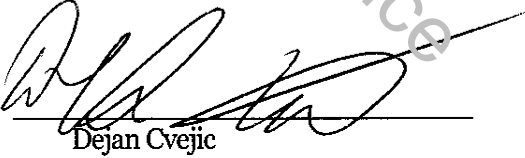
BORROWER:



 DEJAN CVEJIC, individually

MORTGAGOR:

3901 N. TROY, L.L.C.,
an Illinois limited liability company

By: 

 Dejan Cvejic
 Manager

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that DEJAN CVEJIC, as the Manager of **4483 W. LAWRENCE, L.L.C.**, an Illinois limited liability company, and known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged to me that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of May, 2008.



Sladjana Askovic
NOTARY PUBLIC

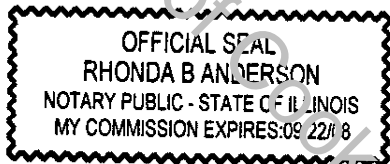
My Commission Expires:
9-29-2008

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that PATRICK G. FANNING, as President of **HERITAGE COMMUNITY BANK**, an Illinois banking corporation, known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged to me that he signed and delivered the foregoing 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 20th day of May, 2008.



Rhonda B. Anderson
NOTARY PUBLIC

My Commission Expires:

09.22.08

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that DEJAN CVEJIC, as President of **4321 N. TRIPP, INC.**, an Illinois corporation, known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged to me that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23RD day of MAY, 2008.



Sladjana Vlaskovic
NOTARY PUBLIC

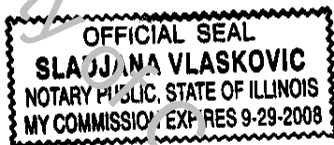
My Commission Expires:
9-29-2008

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that **DEJAN CVEJIC**, 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 to me that he signed and delivered the foregoing instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23RD day of MAY, 2008.



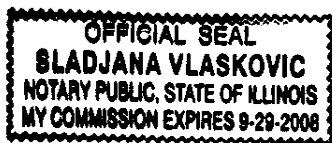
Sladjana Vlaskovic
NOTARY PUBLIC

My Commission Expires:
9-29-2008

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that **DEJAN CVEJIC**, as Manager of **3901 N. TROY, L.L.C.**, an Illinois limited liability company, known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged to me that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23RD day of MAY, 2008.



Sladjana Vlaskovic
NOTARY PUBLIC

My Commission Expires:
9-29-2008

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EXHIBIT A

LEGAL DESCRIPTION -- THE LAND

LOTS 10, 11 AND 12 IN BLOCK 3 IN L. C. CRANDELL'S SUBDIVISION OF BLOCKS 3 AND 18 OF MONTROSE, A SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST $\frac{1}{2}$ OF LOT 1, A SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 4483 West Lawrence Avenue
Chicago, Illinois 60630

Permanent Index Nos.: 13-15-105-038-0000
13-15-105-039-0000

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EXHIBIT B

LEGAL DESCRIPTION -- THE TRIPP AVENUE PROPERTY

LOT 16 IN BLOCK 4 IN IRVING PARK, BEING THE SOUTHEAST 1/4 OF SECTION 15, AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 4321-23 North Tripp Avenue
Chicago, Illinois 60641

Permanent Index No.: 13-15-402-008-0000

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EXHIBIT C

LEGAL DESCRIPTION – THE TROY STREET PROPERTY

UNIT NUMBER(S) 3118-2 IN BYRON TROY CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 27 IN BLOCK 7 IN WILLIAM E. HATTERMAN'S IRVING PARK BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "~" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0614545083, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Common address: Unit 3118-2, Byron Troy Condominium
3901 North Troy Street
Chicago, Illinois 60618

Permanent Index No.: 13-24-101-019-0000