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THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:

Doc#: 0815135397 Fee: \$106.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/30/2008 02:28 PM Pg: 1 of 14

Bell, Boyd & Lloyd LLP  
70 West Madison  
Suite 3100  
Chicago, Illinois 60602  
Attn: Michael J. Roth, Esq.

*This space reserved for Recorder's use only*

## SECOND MODIFICATION OF LOAN DOCUMENTS

**THIS SECOND MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is made as of the 19 day of May, 2008, by and among **STREAMWOOD-GULF, LLC**, an Illinois limited liability company ("Borrower"), **THOMAS MORABITO** and **EVAN OLIFF** (individually and collectively, "Guarantor"), **RIDGE-WENTWORTH, L.L.C.**, an Illinois limited liability company ("Ridge"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Lender").

### RECITALS:

A. Lender has heretofore made a construction loan ("Loan") to Borrower in the principal amount of Five Million Three Hundred Sixty-Nine Thousand Four Hundred Dollars (\$5,369,400) pursuant to the terms and conditions of a Construction Loan Agreement dated as of December 20, 2006 between Borrower and Lender (as amended, the "Loan Agreement", all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement), and as evidenced by a Note dated December 20, 2006, in the principal amount of the Loan made payable by Borrower to the order of Lender (as amended, the "Note").

B. The Note is secured by, among other things, (i) that certain Mortgage, Security Agreement and Fixture Filing dated December 20, 2006 from Borrower to Lender recorded with the Cook County Recorder of Deeds (the "Recorder's Office") on December 22, 2006, as Document No. 0636341119 (as amended, the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "Land"), (ii) that certain Assignment of Rents and Leases dated December 20, 2006 from Borrower to Lender and recorded in the Recorder's Office as Document No. 0636341120 (as amended, the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated December 20, 2006 from Borrower and Guarantor to Lender (as amended, the "Indemnity Agreement"); (iv) that certain Payment Guaranty and that certain Completion Guaranty, both dated December 20, 2006 from Guarantor to Lender (collectively, as amended, the "Guaranties"); (v) that certain Assignment of Distributions (Security Agreement) dated as of December 20, 2006 from Guarantor and Ridge in favor of Lender (as amended, the "Assignment of Distributions"); and (vi) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranties, the Assignment of Distributions, and the

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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, Lender, Guarantor, and Ridge entered into that certain Modification of Loan Documents, dated as of December 20, 2007, and recorded with the Recorder's Office, which, among other things, extended the Maturity Date of the Loan to March 20, 2008 and obligated the Borrower to deposit funds into an account pledged to Lender for the payment of monthly payments of interest due on the principal balance of the Loan, pursuant to the terms of that certain Account Pledge Agreement dated as of December 20, 2007 by and between Borrower and Lender (the "Pledge Agreement").

D. Borrower, Lender, Guarantor, and Ridge desire to further extend the Maturity Date and to make certain other amendments to the Loan Agreement, the Mortgage, the Note, the Pledge Agreement, the Assignment of Leases and certain of the other Loan Documents, on the terms and conditions set forth in this Agreement.

## 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) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Maturity Date.** The Maturity Date, as defined in the Note, is hereby extended to September 20, 2008. All references in the Note and all other Loan Documents to the Maturity Date shall be deemed references to September 20, 2008.

2. **Amendment to Loan Agreement.** The Loan Agreement is hereby amended as follows:

(a) In section 1.1, the following new definitions are added:

**"Fox River Borrower.** *Fox River-Northwest, LLC, an Illinois limited liability company.*

**Fox River Loan; Fox River Loan Amount.** *The loan in the amount of \$2,225,177.12, made by Lender to Fox River Borrower pursuant to the terms of the Fox River Loan Agreement.*

**Fox River Loan Agreement.** *That certain Construction Loan Agreement dated of even date herewith by and between Fox River Borrower and Lender whereby Lender agrees to make the Fox River Loan to Fox River Borrower for the purpose of funding the refinance, construction and development of an approximately 12,900 square foot retail center on the Fox River Property.*

**Fox River Loan Documents.** *All documents and instruments required to be executed and delivered by Fox River Borrower or Guarantors in connection with the Fox*

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*River Loan or the Fox River Loan Agreement, including, but not limited to, the Fox River Loan Agreement and those documents described in Paragraph 4.5 of the Fox River Loan Agreement.*

**Fox River Mortgage.** *The Mortgage, Security Agreement and Fixture Filing made by Fox River Borrower to secure the Note and the Other Note and the agreements and obligations of Borrower and Affiliated Borrower under this Agreement and the Other Loan Documents.*

**Fox River Note.** *The Note in the principal amount of the Fox River Loan, made by Fox River Borrower to Lender, together with any supplemental notes required by Lender from time to time.*

**Fox River Property.** *The real estate and improvements thereon owned by Fox River Borrower.*

**Romeoville Borrower.** *Individually and collectively, Romeoville-Weber LLC, an Illinois limited liability company, and Romeoville-Weber II LLC, an Illinois limited liability company.*

**Romeoville Loan; Romeoville Loan Amount.** *The loan in the amount of \$1,497,375, made by Lender to Romeoville Borrower, as evidenced by the Romeoville Note.*

**Romeoville Loan Agreement.** *That certain Loan Agreement dated as of May \_\_\_\_, 2008 between Romeoville Borrower and Lender whereby Lender agreed to make the Romeoville Loan to Romeoville Borrower for the purpose of funding the refinancing of the Romeoville Property.*

**Romeoville Loan Documents.** *All documents and instruments required to be executed and delivered by Romeoville Borrower or Guarantors in connection with the Romeoville Loan.*

**Romeoville Mortgage.** *The Mortgage, Security Agreement and Fixture Filing made by Romeoville Borrower to secure the Note and the Other Note and the agreements and obligations of Borrower and Affiliated Borrower under this Agreement and the Other Loan Documents.*

**Romeoville Note.** *The Note in the principal amount of the Romeoville Loan, made by Romeoville Borrower to Lender, dated as of May \_\_\_\_, 2008, as such may be amended, replaced, restated or supplemented..*

**Romeoville Property.** *The real estate and improvements thereon owned by Romeoville Borrower."*

(b) In Section 1.1, the definitions of "Affiliated Borrower", "Appraised Value", "Loan Maturity Date", "Mortgage", "Other Loan; Other Loan Amount", "Other Loan Agreement", "Other Loan Documents", "Other Mortgage", "Other Note", and "Other Property" are deleted, and the following are substituted in their respective places:

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**"Affiliated Borrower.** *Fox River Borrower and Romeoville Borrower, individually and collectively.*

**Appraised Value.** *The "as stabilized" value of the Property and the Fox River Property as set forth in the appraisals delivered to Lender prior to the date hereof.*

**Loan Maturity Date.** *September 20, 2008, subject to acceleration as provided in the Loan Documents.*

**Mortgage.** *The Mortgage, Security Agreement and Fixture Filing made by Borrower to secure the Note and the Other Note and the agreements and obligations of Borrower and Affiliated Borrower under this Agreement and the Other Loan Documents.*

**Other Loan; Other Loan Amount.** *Individually and collectively, the Fox River Loan and the Romeoville Loan.*

**Other Loan Agreement.** *Individually and collectively, the Fox River Loan Agreement and the Romeoville Loan Agreement.*

**Other Loan Documents.** *Individually and collectively, the Fox River Loan Documents and the Romeoville Loan Documents.*

**Other Mortgage.** *Individually and collectively, the Fox River Mortgage and the Romeoville Mortgage.*

**Other Note.** *Individually and collectively, the Fox River Note and the Romeoville Note.*

**Other Property.** *Individually and collectively, the Fox River Property and the Romeoville Property."*

- (c) By deleting section 2.2(c) in its entirety and substituting the following in its place:

*"2.2(c) Borrower shall deposit in the account pledged to Lender (the "Interest Reserve Pledge Account") under the provisions of that certain Account Pledge Agreement between Borrower and Lender dated as of December 20, 2007 (the "Interest Reserve Pledge Agreement") a sum equal to three (3) months of monthly payments of interest due on the principal balance of the Loan as a reserve for the payment of monthly payments of interest due on the principal balance of the Loan outstanding from time to time (the "Interest Reserve Pledged Funds"). Borrower shall replenish the Interest Reserve Pledge Account from time to time pursuant to the terms of the Interest Reserve Pledge Agreement. Provided no Event of Default has occurred and is continuing, Borrower shall be entitled to withdraw Interest Reserve Pledged Funds from the Interest Reserve Pledged Account solely as set forth in the Interest Reserve Pledge Agreement, and for no other purpose."*

- (d) By deleting section 4.2(g), and substituting the following in its place:

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*“(g) Borrower shall not incur any indebtedness, direct or contingent, with respect to any individual or entity other than the Loan and any indebtedness incurred directly with respect to the Loan, except for (1) indebtedness to the members of Borrower, as contemplated by the Operating Agreement of Borrower, in lieu of capital contributions, or (2) indebtedness as expressly consented to by Lender in writing.”*

(e) By deleting section 4.14 in its entirety.

(f) In section 4.15, the phrases “Other Loan Amount” and “Other Property” are hereby deleted and replaced with the phrases “*Fox River Loan Amount*” and “*Fox River Property*”, respectively.

3. **Amendment to Note.** The Note is hereby amended as follows:

(a) In paragraph 2(a), the date “March 20, 2008” is deleted, and the date “*September 20, 2008*” is substituted in its place.

4. **Amendment to Mortgage.** The Mortgage is hereby amended as follows:

(a) In Paragraph B of the Recitals the date “March 20, 2008” is deleted, and the date “*September 20, 2008*” is substituted in its place.

(b) Paragraphs C, D, and E of the Recitals are hereby deleted in their entirety, and the following is substituted in their place:

*“C. Fox River-Northwest, LLC, an Illinois limited liability company (“Fox River Borrower”) and Mortgagee have entered into a certain Construction Loan Agreement of even date herewith (the “Fox River Loan Agreement” or “Other Loan Agreement”) for construction of a small retail center located on real estate in Fox River Grove, Illinois (the “Fox River Property”). The Fox River Loan Agreement provides for a loan from Mortgagee to Fox River Borrower in the maximum amount of TWO MILLION TWO HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED SEVENTY SEVEN AND 12/100 DOLLARS (\$2,225,177.12) (the “Fox River Loan”). As evidence of the indebtedness incurred under the Fox River Loan Agreement, Fox River Borrower has executed and delivered to Mortgagee a certain note of even date herewith (the “Fox River Note”), made payable to the order of and delivered to Mortgagee, in and by which Fox River Note Fox River Borrower promises to pay the said principal sum of the Fox River Loan and interest at the rate and in installments as provided in the Fox River Note, with a final payment of the balance due on September 20, 2008 or such earlier date as may be provided in such Fox River Note. All of said principal and interest are made payable at such place as the Holders may from time to time in writing appoint, and in absence of such appointment, then at the offices of Mortgagee in Chicago, Illinois.*

*D. Mortgagee has extended to Romeoville-Weber LLC, an Illinois limited liability company, and Romeoville-Weber II LLC, an Illinois limited liability company (individually and collectively, “Romeoville Borrower”), a loan in the maximum amount of \$1,497,375 (the “Romeoville Loan”) for the purposes of refinancing certain property located in Romeoville, Illinois (the “Romeoville Property”). Romeoville Borrower has executed and delivered to*



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*Mortgagee a certain note dated as of May \_\_, 2008 (the "Romeoville Note"), made payable to the order of and delivered to Mortgagee, in and by which Romeoville Note, Romeoville Borrower promises to pay the said principal sum of the Romeoville Loan and interest at the rate and in installments as provided in the Romeoville Note, with a final payment of the balance due on May \_\_, 2009, or such earlier date as may be provided in such Romeoville Note. All of said principal and interest are made payable at such place as the Holders may from time to time in writing appoint, and in absence of such appointment, then at the offices of Mortgagee in Chicago, Illinois.*

*E. Fox River Borrower and Romeoville Borrower are referred to herein, individually and collectively, as "Affiliated Borrower." The Fox River Property and the Romeoville Property are referred to herein, individually and collectively, as the "Other Property." The Fox River Loan and the Romeoville Loan are referred to herein, individually and collectively as the "Other Loan." The Fox River Note and the Romeoville Note are referred to herein, individually and collectively, as the "Other Note."*

*F. The Note and the Other Note are secured by this Mortgage, a Security Agreement, a Completion Guaranty, a Payment Guaranty, an Assignment of Rents and Leases, a Collateral Assignment of Project Documents, an Environmental Indemnity Agreement, a Financing Statement on Illinois form UCC-1, and such other Additional Collateral and Other Loan Documents, each as defined and described in the Loan Agreement (together with all other documents and instruments executed and delivered in connection with the Loan, collectively, the "Loan Documents").*

*G. Initially capitalized terms used but not otherwise defined in this Mortgage have the same meanings given them in the Loan Agreement."*

(c) In Section 41, the phrase "200% of the face amount of the Note" is deleted, and the phrase "\$18,183,904.24" is substituted in its place.

5. **Amendment to Pledge Agreement.** The Pledge Agreement is hereby amended as follows:

(a) In Section 1, the definition of "Pledged Funds" is deleted, and the following is substituted in its place:

***"Pledged Funds" shall have the meaning given it in Recital C of this Pledge Agreement."***

(b) Section 7 is deleted in its entirety and the following is substituted in its place:

***"7. Pledged Funds; Use of Pledged Funds. Simultaneously with execution of this Pledge Agreement, Pledgor shall deposit the Pledged Funds into the Account. Provided no Event of Default has occurred and is continuing, Lender shall disburse the Pledged Funds for monthly payments of interest on the Loan when such payments are due under the Loan Documents. Following any such disbursement, Pledgor shall within five (5) business days deposit additional funds into the Account in order to maintain the total amount of the Pledged Funds set forth herein."***

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

(a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does 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 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, Guarantor 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 or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. 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.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue a date down endorsement to Lender's title insurance policy 1401 008352952 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage on the Land, 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.

8. **Reaffirmation of Guaranties.** Guarantor ratifies and affirms the Guaranties and agrees that the Guaranties are in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranties are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranties continue to be the valid and binding obligation of Guarantor, enforceable in accordance with their terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranties.

9. **Reaffirmation of Assignment of Distributions.** Guarantor and Ridge ratify and affirm the Assignment of Distributions and agree that the Assignment of Distributions is in full force and effect following the execution and delivery of this Agreement. The representations

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and warranties of Guarantor and Ridge in the Assignment of Distributions are, as of the date hereof, true and correct and neither Guarantor nor Ridge knows of any default thereunder. The Assignment of Distributions continues to be the valid and binding obligation of Guarantor and Ridge, enforceable in accordance with its terms and neither Guarantor nor Ridge has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Assignment of Distributions.

10. **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, attorneys' fees and expenses, and a commitment fee (\$13,424).

11. **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, Guarantor or Ridge merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor, Ridge and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor, Ridge 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 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, Guarantor or Ridge nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor, Ridge 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 the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor, Ridge 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 "Loan Agreement", the "Note", the "Mortgage", the "Pledge Agreement", or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Agreement, the Note, the Mortgage, the Pledge Agreement, and the



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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 each of Borrower's, Guarantor's and Ridge's obligations under this Agreement.

**[Signatures Follow]**

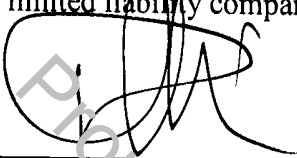
Property of Cook County Clerk's Office

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

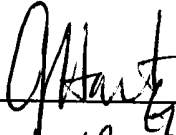
**BORROWER:**

STREAMWOOD GULF, LLC, an Illinois limited liability company

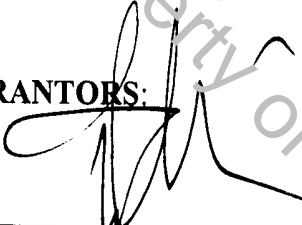
By:   
One of its Managers

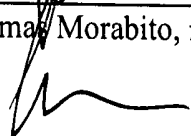
**LENDER:**

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By:   
Name: Er. Hart  
Title: VP

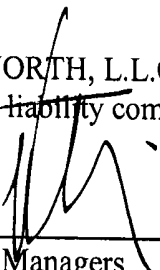
**GUARANTORS:**

  
Thomas Morabito, individually

  
Evan Oliff, individually

**RIDGE:**

RIDGE-WENTWORTH, L.L.C., an Illinois limited liability company

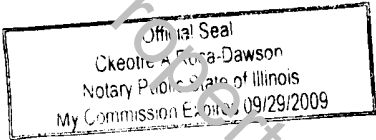
By:   
One of its Managers

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STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

I KEITH PERDUE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHRISTOPHER HART, VP 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 22<sup>nd</sup> day of MAY, 2008



[Signature]  
Notary Public

My Commission Expires: 9/29/07

COOK COUNTY CLERK'S OFFICE





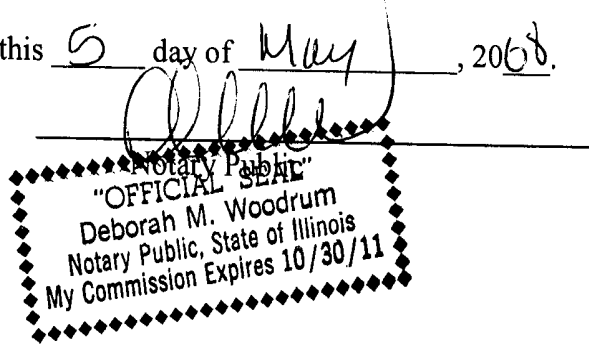
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STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF   cd       )

I Deborah M. Woodrum, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Morabito and Evan Oliff are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this   5   day of   May  , 2008.

My Commission Expires:



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## EXHIBIT A

### LAND

#### PARCEL 1:

LOTS 1 AND 2 IN THE FINAL PLAT OF WILLOW POND MARKETPLACE SUBDIVISION PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

#### PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS RECORDED OCTOBER 3, 1989 AS DOCUMENT 89467463, FOR THE PURPOSE OF CONSTRUCTING A CURB CUT AND FOR INGRESS AND EGRESS TO AND FROM THE PRIVATE ROAD KNOWN AS GULF KEYS ROAD, IN, OVER UNDER ACROSS, ALONG, THROUGH AND UPON A PORTION OF GULF KEYS ROAD INDICATED BY THE CROSS-HATCHINGS ON THE PLAN ATTACHED AS "EXHIBIT C" AND "EXHIBIT D" TO SAID DOCUMENT, AND SHOWN ON THE SURVEY PREPARED BY COMPASS LAND SURVEYING AND MAPPING DATED JANUARY 21, 2004 PROJECT NO. 8811-03 AND LAST REVISED FEBRUARY 23, 2004 AND ALSO SHOWN ON THE SITE PLAN PREPARED BY COMPASS CONSULTING GROUP, LTD. DATED JULY 18, 2003 PROJECT NO. 03-035.

Address: 1070 South Sutton Road, Streamwood, Illinois

PIN:

06-28-201-182

06-28-201-183

06-28-205-030