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THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Centerline Servicing Inc. 5221 N. O'Connor Blvd. Suite 600 Irving, Texas 75039 Attn: Amy L. Dixon, Esq. Doc#: 0816509090 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 06/13/2008 03:07 PM Pg: 1 of 6



EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (the "Agreement") is made this day of June, 2008, with an effective date of March 9, 2008, by and between Romanek Schaumberg LLC, a Delaware limited liability company (the "Borrower") and Wells Fargo Bank, National Association, in its capacity as Trustee for Nomura CRE CDO 2007 2. Ltd., as Issuer pursuant to the Indenture dated as of March 27, 2007 (successor in interest to Nomura Credit and Capital Inc., the "Lender").

INTRODUCTORY PROVISIONS

The following provisions are the basis for, and form a part of, this Agreement:

- (a) Lender is the holder of that certain Promissory Note (the "Note") dated February 13, 2006, executed by Borrower, payable to the order of the Lender, in the original principal amount of \$24,350,000.
- (b) Borrower's obligations under the Note are secured by that certain Mortgage, Security Agreement and Fixture Financing Statement (the "Mortgage"), executed and delivered by Borrower to Lender, as Mortgagee, dated February 13, 2006 and recorded February 24, 2006 as Document No. 0605534075, in the Office of the Recorder of Deeds of Cook County, Illinois securing the original debt of \$24,350,000.00 and any other amounts which may become due. That certain real property which is the subject of the Records is more particularly described on Exhibit A attached hereto.
- (c) The Note states that it matures and becomes due and payable in its entirety on March 9, 2008 (the "Maturity Date").
- (d) The Borrower has the option to extend the Maturity Date as provided in the Note and has exercised its first right to so extend the Maturity Date for one (1) year.

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AGREEMENT

In consideration of the covenants set forth below, and other valuable consideration, the receipt of which is hereby acknowledged, Borrower and Lender, intending to be legally bound, hereby agree as follows:

- (1) <u>Election</u>. Pursuant to Section 1.08 of the Note, Borrower hereby elects to exercise its right to extend the Maturity Date of the Note from March 9, 2008 to March 9, 2009 (the "Extended Maturity Date"). Borrower represents and warrants to Lender that all of the conditions to its election of such extension as set forth in the Note have been satisfied in full (other than clauses (v) and (vi) which require determinations by the initial cap lender).
- (2) <u>Loar</u>. The Note and Mortgage are hereby modified to provide that the Note shall mature on the Extended Maturity Date.
- (3) Outstanding Ealance. Borrower and Lender agree and acknowledge that as of the date of this Agreement, the outstanding principal balance of the Note is \$24,350,000.00.
- As a material inducement to Lender to execute and (4) Warranties and Representations. deliver this Agreement, Bonover represents and warrants to Lender that (a) Borrower is in compliance with all of the material terms and conditions of the Note and the Mortgage, including, without limitation, the payment of all amounts due and payable under such instruments; (b) Borrower has full power and authority to make the agreements contained in this Agreement without joinder or consent clary other party, and the execution and delivery of this Agreement have been duly authorized or approved by Borrower and constitutes the valid and binding obligation of Borrower, enforceable according to its terms; (c) there have been no material changes or conditions affecting any varranties, representations, materials or information affecting any warranties, representations, materials or information delivered by Lender by, or on behalf of, Borrower prior to the date hereof, (a) Borrower is solvent and is not bankrupt, is subject to no claims, suits, garnishments, bankruptcies or court actions which would render Borrower insolvent; (e) there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement delivered to Lender; and (f) Borrower has no defenses or counterclaims to the terms or provisions of, and the obligations created by, the Loan, or to the payment of the lyote, and has no right of offset or claim against Lender. Should any of the foregoing representations or warranties prove to have been false when made or should a default occur and continue beyond any applicable grade or cure period, under the Note as modified hereby, or under any of the Loan documents, this Agreement, at Lender's election, shall immediately terminate.
- (5) <u>Title Policy Endorsement</u>. Contemporaneously with the execution and delivery hereof and as a condition to this Agreement, Borrower, at Borrower's sole cost and expense, shall cause the title company ("Title Company") that issued the Mortgagee's Policy of Title Insurance insuring the lien of the Mortgage (the "Title Policy") to issue to Lender an endorsement to the Title Policy in form and content acceptable to Lender, agreeing that the Title Policy is still in effect and unimpaired, notwithstanding the terms and provisions hereof.

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- (6) <u>Costs and Expenses</u>. Borrower shall pay, on demand, all costs and expenses, including without limitation, attorneys' fees and title insurance costs, incurred in negotiation, preparation, execution and recordation of this Agreement and the consummation of the transactions contemplated by this Agreement.
- (7) No Other Modifications. This Agreement is only a modification of the Note and, to the extent necessary, the Loan and is not a novation of the same. Except as modified by the terms of this Agreement, the Note shall continue in full force and effect in accordance with its terms. Nothing contained in this Agreement shall (a) alter or limit the provisions of the Note regarding the late charges or the rate of the interest which shall accrue on amounts past due under the Note, (b) except as expressly and explicitly provided herein, impair, waive or limit Lender's rights or remedies, at law or in equity, under the Note or the Loan documents, in the event of any default under the Note or the Loan, or (c) release Borrower from its liability to keep and perform all of the terms, conditions, obligations and agreements contained in the Note and the Loan documents. Borrower hereby reaffirms the Note, as modified hereby, and all other indebtedness secured by the Loan and agrees to perform its obligations thereunder as they become due.
- (8) Mortgage. The Mortgage con im es to secure Borrower's obligations under the Note as further modified by the terms of this Agreement. Borrower hereby reaffirms all liens and security interests securing the Note, in cluding, without limitation, the Mortgage, and acknowledges the same to be valid and subsisting as modified by this Agreement.
- (9) Third Parties; Assignment. This Agreement is 101 the sole benefit of Lender and Borrower. Borrower may not assign, convey or transfer this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of Lender. Any attempted assignment or conveyance or transfer without such consent shall be void and constitute a default under this Agreement.

(10) Miscellaneous.

- a. <u>Default</u>. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Loan documents and shall entitle Lender to exercise all of its remedies set forth in the Loan documents.
- b. <u>Definitions</u>. Capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed to such terms in the Note.
- c. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement, and supersedes all prior and contemporaneous agreements and understanding of Lender and Borrower with respect to its subject matter.

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- d. Further Assurances. Borrower agrees to execute and deliver such documents and to perform such other acts, promptly upon request, as Lender requests, and which are, in Lender's reasonable judgment, necessary or appropriate to effectuate the purposes of this Agreement. This Agreement and any memorandum hereof may be filed and recorded by Lender with any governmental agency.
- This Agreement shall be binding upon and inure to the benefit of e. Binding Effect. Borrower and Lender and their respective heirs, executors, personal representatives, successors and assigns and may be executed in any number of counterparts, each of which shall constitute and original.
- THIS AGREEMENT SHALL BE CONSTRUED AND Governing Law. IS
 3 LAW.
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 i are date first written above.

 [SIGNATURE PAGE FOLLOWS] GOVERNED BY THE LAWS OF THE STATE IN WHICH THE SECURITY PROPERTY IS LOCATED AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

This Agreement has been executed and delivered by the undersigned on the date of acknowledgment to be effective as of the date first written above.

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ROMANEK SCHAUMBURG, LLC, a Delaware limited liability company
By: Malli M. Romanek Name: Marager Title: Marager
STATE OF Flind'S
COUNTY OF COOK
The foregoing instrument was acknowledged before me this day of June, 2008, by mulvin M. Roma with the Municipal of Remarks humbers, under the laws of Flind's, on behalf of the com; any.
NOFFICIAL SEAL OF DE HONDA POWELL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8-14-2009 SIGNATURE OF NOTARY OR AUTHORIZED OFFICIAL
WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Trustee for NOMURA CRE CDO 2007-2, LTD., as assuer pursuant to the Indenture dated as of March 27, 2007
By: CENTERLINE SERVICING INC., as Delaware corporation. as Servicer By: Ohn Lloyd Title Director
STATE OF TEXAS ss. COUNTY OF DALLAS
The foregoing instrument was acknowledged before me this 12 day of June 2008, by John Lloyd, the Director of Centerline Servicing Inc., under the laws of Texas, on behalf of the company.
NOTARAME OF SEAL SIGNATURE OF NOTARY OR AUTHORIZED OFFICIAL Extension Agreement

Parkway Corporate Center

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EXHIBIT A

LEGAL DESCRIPTION

Street Address: 915, 935 and 955 National Parkway

PIN No. 07-13-101-013-0000

Parcel 1

Lot 2 in Oxical Capital Partner's Resubdivision being a resubdivision of Lot 1 in Anderson's Third Resubdivision, a resubdivision of part of Lot 2 in Anderson's Second Resubdivision, a resubdivision of Anderson's Resubdivision of part of Lot 11 in Anderson's Woodfield Park, a subdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10, East of the Third Principal Meridian, except that part thereof described as follows:

Beginning at the Southwest corner of Lot 2 aforesaid; thence north along the west line of said lot, 20.00 feet; thence Southeasterly to a point on the south line of said lot 20.00 feet east of the southwest corner thereof; thence west along said south line, 20.00 feet to the point of beginning, in Cook County, Illinois.

Easement Estate Parcel 2:

A permanent, non-exclusive reciprocal easemen' for vehicular and pedestrian access and parking as described in the Reciprocal Easement Agreement for Access and Parking recorded in document no. 0408918051, Cook County Recorder of De. ds, Cook County, Illinois.

Easement Estate Parcel 3:

A permanent, non-exclusive, irrevocable and perpetual easement of pedestrian and vehicular ingress and egress to and from East Woodfield Road as described in the Easement Agreement recorded in document no. 0010457075, Cook County, Recorder of Deeds, Cook County, Illinois.