



Doc#: 0820508195 Fee: \$102.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/23/2008 02:57 PM Pg: 1 of 13

**SECOND MODIFICATION AGREEMENT**

THIS SECOND MODIFICATION AGREEMENT is made as of the 17th day of May, 2008, by and between LA ESTACION CENTRAL, L.L.C., an Illinois limited liability company ("Borrower"), DANIEL C. EFTIMOFF ("Guarantor"), DANIEL C. EFTIMOFF, as Trustee of the Daniel C. Eftimoff 1999 Trust under Agreement dated December 14, 1999 ("Grantor") and INTEGRA BANK, NATIONAL ASSOCIATION, a national banking association, successor by merger to PRAIRIE BANK AND TRUST COMPANY, an Illinois banking corporation ("Lender").

13P

WITNESSETH:

WHEREAS, on or about May 18, 2006, Lender made a loan (the "Loan") to Borrower in the amount of TEN MILLION NINE HUNDRED NINETY THOUSAND NINE HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$10,990,918.00) to finance the construction and development of a sixty-nine (69) unit mixed-use condominium complex consisting of two, six-story buildings connected by a one-story commercial building, and including a total of five (5) Commercial Units, sixty-four (64) Residential Units, fifty (50) indoor Parking Spaces and twenty-eight (28) outdoor Parking Spaces (the "Original Project"), upon the parcel of real estate commonly known as 2300-2312 South Central Avenue, Cicero, Cook County, Illinois (the "2312 Central Avenue Property");

WHEREAS, the Loan is evidenced and secured by, among other things, the original documents and instruments described on Schedule 1 attached hereto (the "Original Loan Instruments");

WHEREAS, on or about March 16, 2007, Borrower purchased the real property commonly known as 5612 West 23<sup>rd</sup> Place, Cicero, Cook County, Illinois (the "23<sup>rd</sup> Place Property");

WHEREAS, Borrower owns the real property commonly known as 2314-16 South Central Avenue, Cicero, Cook County, Illinois (the "Central Avenue Property");

WHEREAS, the terms and provisions of the loan documents were modified and amended by the Modification Agreement dated as of March 29, 2007, whereby, among other things, the Collateral was modified to include the 23<sup>rd</sup> Place Property and the Central Avenue Property, and the Loan Amount was reduced to \$8,400,000.00;

WHEREAS, pursuant to the terms of the Modification Agreement, Borrower executed and delivered to Lender the following documents:

- (a) Replacement Non-Revolving Promissory Note (the "First Replacement Note") dated March 29, 2007, made by Borrower payable to Lender in the principal amount of EIGHT MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,400,000.00);
- (b) Amended and Restated Construction Mortgage (the "Restated Mortgage") dated April 26, 2007, covering the 2312 Central Avenue Property, the 23<sup>rd</sup> Place Property and the Central Avenue Property, as legally described on the attached Exhibit A attached hereto (such parcels being collectively referred to as the "Cicero

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Property”), and recorded in the Cook County Recorder’s Office on May 8, 2007 as Document No. 0712808064;

(c) Amended and Restated Assignment of Rents (the “**Restated Assignment of Rents**”) dated April 26, 2007, covering the Cicero Property, and recorded in the Cook County Recorder’s Office on May 8, 2007 as Document No. 0712808065; and

(d) Amended and Restated Environmental Indemnity Agreement dated March 29, 2007, affecting the Cicero Property.

**WHEREAS**, as of the date hereof, there is a principal balance on the Loan in the amount of FIVE MILLION FOUR HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED TWENTY-NINE AND 44/100 DOLLARS (\$5,438,629.44);

**WHEREAS**, Borrower has requested and Lender has agreed to modify the terms of the Loan so as to extend the maturity date and decrease the amount of the Loan, subject to the terms and conditions herein provided, and

**WHEREAS**, Lender and Borrower have agreed to modify the Loan Instruments as hereinafter provided.

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

1. **Modification of Loan Instruments.** Subject to the terms and provisions herein contained, the terms and provisions of the Loan Agreement and Restated Mortgage and the corresponding provisions of the other Loan Instruments are hereby modified and amended effective as of the date hereof, so as to provide as follows:

(a) **Loan Agreement Definitions.** The following definitions in Section 1.1 of the Loan Agreement are hereby modified and amended so as to provide as follows:

**Loan Amount:** The words “**Loan Amount**” mean FIVE MILLION SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$5,614,200.00).

**Maturity Date:** The words “**Maturity Date**” mean August 17, 2008.

**Note:** The word “**Note**” means that certain Second Replacement Non-Revolving Promissory Note executed by Borrower to Lender dated May 17, 2008 in the principal amount of FIVE MILLION SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$5,614,200.00), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.

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(b) Agreement to Borrow and Lend. Section 3.1 of the Loan Agreement is hereby modified and amended in its entirety so as to provide as follows:

“3.1 **Agreement to Borrow and Lend.** Subject to the terms and provisions, and relying upon the representations and warranties herein contained, and provided that no Event of Default has occurred hereunder (whether or not notice of such Event of Default has been given to Borrower and whether or not any lapse or cure period has expired with respect thereto), Lender agrees to lend and Borrower agrees to borrow an amount not to exceed FIVE MILLION SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$5,614,200.00), of which an amount up to ONE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED SEVENTY-ONE AND NO/100 DOLLARS (\$175,571.00) (the “**Interest Reserve**”), in the aggregate, may, in the discretion of Lender, be disbursed to pay accrued interest on the Note as and when the same shall become due.

All disbursements of Loan Proceeds shall be subject to the prior approval of Lender as to the amount and purpose of such disbursements, and Borrower shall furnish such documents and information as shall be reasonably required by Lender in connection with each such disbursement.”

(c) Restated Mortgage Definitions. The following definitions in Section 7.1 of the Restated Mortgage are hereby modified and amended so as to provide as follows:

“**Loan Agreement.** The words “Loan Agreement” mean that certain Construction Loan Agreement dated May 17, 2006 between Borrower and Lender, as modified and amended by the Modification Agreement dated March 29, 2007 and the Second Modification Agreement dated May 17, 2008, evidencing a construction loan in the amount of FIVE MILLION SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$5,614,200.00), providing financing for the refinance and development of the Real Property, as such Loan Agreement may be amended from time to time.

**Note.** The word “Note” means that certain Second Replacement Non-Revolver Promissory Note executed by Borrower to Lender dated May 17, 2008 in the principal amount of FIVE MILLION SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$5,614,200.00), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note. **The Note has a Maturity Date of August 17, 2008. The Note contains a variable rate of interest.**”

(d) Restated Assignment of Rent Definitions. The following definitions in Section 5.1 of the Restated Assignment of Rents are hereby modified and amended so as to provide as follows:

“**Loan Agreement.** The words “Loan Agreement” mean that certain Construction Loan Agreement dated May 17, 2006 between Borrower and

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Lender, as modified and amended by the Modification Agreement dated March 29, 2007 and the Second Modification Agreement dated May 17, 2008, evidencing a construction loan in the amount of FIVE MILLION SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$5,614,200.00), providing financing for the refinance and development of the Real Property, as such Loan Agreement may be amended from time to time.

**Note.** The word "Note" means that certain Second Replacement Non-Revolving Promissory Note executed by Borrower to Lender dated May 17, 2008 in the principal amount of FIVE MILLION SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$5,614,200.00), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note. **The Note has a Maturity Date of August 17, 2008. The Note contains a variable rate of interest."**

2. **Replacement Note.** Simultaneously with the execution and delivery of this Agreement, and as a condition precedent to the modification of the Loan Instruments as provided in this Agreement, Borrower shall deliver to Lender a Second Replacement Non-Revolving Promissory Note made by Borrower payable to Lender in the principal amount of FIVE MILLION SIX HUNDRED FOURTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$5,614,200.00), in a form prepared by Lender's legal counsel. The Note shall replace and be substituted for the First Replacement Note in its entirety.

3. **Loan Fee.** Simultaneously with the execution and delivery of this Agreement, and as a condition precedent to the modification of the Loan Instruments as provided in this Agreement, Borrower shall pay to Lender (a) a non-refundable loan fee in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), plus (b) any and all third party costs incurred by Lender in connection herewith.

4. **Reaffirmation of Loan Instruments.** Except as expressly herein provided, each of the undersigned reaffirms and incorporates herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments and further agrees that said terms, provisions, representations and warranties shall remain in full force and effect. Each of the undersigned further acknowledges that nothing contained herein shall be construed to limit or release the liability or obligations of Borrower, Guarantor or Grantor under the Loan Instruments.

5. **No Defenses.** Each of the undersigned represents to Lender that they it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Instruments 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, each of the undersigned 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 Instruments.

6. **Disclaimer.** Each of the undersigned expressly disclaims any reliance on any oral representation made by Lender with respect to the subject matter of this Agreement. Borrower

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acknowledges and agrees that Lender is specifically relying upon the representations, warranties, releases and agreements contained herein, and that this Agreement and the Second Replacement Note are executed and delivered to Lender as an inducement to modify the terms of the Loan as provided herein.

7. **Costs.** Borrower shall pay upon demand all of Lender's out-of-pocket expenses, including attorneys' fees, incurred in connection with the preparation, negotiation and/or recording of this Agreement.

8. **Jurisdiction, Jury Waiver.** This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, under the Loan Instruments, the Second Replacement Note or this Agreement, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, the State of Illinois. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHERS. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9. **Successors and Assigns.** All covenants and agreements contained by or on behalf of the parties hereto, as applicable, shall bind their respective successors and assigns and shall inure to the benefit of Lender, its successors and assigns. Borrower shall not, however, have the right to assign its rights under this Agreement, the Loan Instruments, or any interest therein, without the prior written consent of Lender.

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

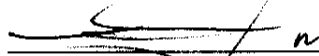
[SIGNATURE PAGE FOLLOWS]

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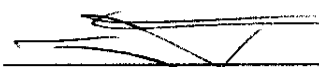
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and acknowledged as of the day and year first above written.

**BORROWER:**

**LA ESTACION CENTRAL, LLC, an  
Illinois limited liability company**


By:   
Name: Daniel C. Eftimoff  
Its: Manager

**GUARANTOR:**

  
**DANIEL C. EFTIMOFF**

**GRANTOR:**

**DANIEL C. EFTIMOFF 1999 TRUST  
UNDER AGREEMENT DATED  
DECEMBER 14, 1999**

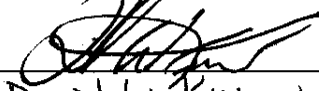
By:   
Daniel C. Eftimoff, Trustee

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IN WITNESS WHEREOF, Lender has caused these presents to be executed the day and year first above written.

**INTEGRA BANK, NATIONAL ASSOCIATION,**  
a national banking association, successor by merger  
to PRAIRIE BANK AND TRUST COMPANY, an  
Illinois banking corporation

By:   
Name: David W. Kusow  
Its: Senior Vice President

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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 DANIEL C. EFTIMOFF, as Manager of LA ESTACION CENTRAL, LLC, an Illinois limited liability company, who is personally 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 that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said LLC as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of June, 2008.

*Constance M. Kearney*  
NOTARY PUBLIC

My Commission Expires:



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 DANIEL C. EFTIMOFF, who 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 the 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 26<sup>th</sup> day of June, 2008.

*Constance M. Kearney*  
NOTARY PUBLIC

My Commission Expires:





# UNOFFICIAL COPY

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 DANIEL C. EFTIMOFF, not personally, but as Trustee of the DANIEL C. EFTIMOFF 1999 TRUST UNDER AGREEMENT DATED DECEMBER 14, 1999, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person 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 Trust as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of June, 2008.

*Constance M. Kearney*  
NOTARY PUBLIC

My Commission Expires:



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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 David W. Kurow personally known to me to be the Sr. Vice President of INTEGRA BANK NATIONAL ASSOCIATION, a national banking association, personally appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her 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 26<sup>th</sup> day of June, 20 08.

Constance M. Kearney  
 NOTARY PUBLIC

My Commission Expires:



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## SCHEDULE 1

### ORIGINAL LOAN INSTRUMENTS

1. Construction Loan Agreement made by and between Borrower and Lender ("**Loan Agreement**");
2. Non-Revolving Promissory Note made by Borrower payable to Lender in the amount of TEN MILLION NINE HUNDRED NINETY THOUSAND NINE HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$10,990,918.00) ("**Note**");
3. Construction Mortgage from Borrower to Lender covering the 2312 Central Avenue Property, and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. 0614411032 ("**Cicero Mortgage**");
4. Assignment of Rents from Borrower to Lender covering the 2312 Central Avenue Property, and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. 0614411033;
5. Environmental Indemnity Agreement executed by Borrower and Guarantor to Lender covering the 2312 Central Avenue Property;
6. Commercial Guaranty made by the Guarantor;
7. Guaranty of Completion and Performance executed by the Guarantor;
8. Guaranty of Completion and Performance executed by Station Builders, LLC, an Illinois limited liability company (the "**Contractor**");
9. Commercial Security Agreement executed by Borrower;
10. UCC Financing Statement filed with the Illinois Secretary of State on January 16, 2007 as Document No. 11717306 and UCC Financing Statement covering the Cicero Property, and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. 0614411031;
11. Collateral Assignment of Construction Contracts executed by the Borrower and the Contractor;
12. Collateral Assignment of Owner & Architect Agreement executed by the Borrower and S. B. Ruben & Associates, P.C., as Architect;
13. Collateral Assignment of Sale Contracts executed by the Borrower;
14. Assignment of Policy as Collateral Security executed by Guarantor collaterally assigning 100% of his interest in Transamerican Life Insurance Policy Number 42367048;
15. Mortgage executed by Prairie Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated August 6, 1996 and known as Trust No. 96-065 ("**Trust 96-065**") affecting the real property commonly known as 9875 West 143<sup>rd</sup> Street, Orland Park, Cook County, Illinois, as legally described on Exhibit E attached hereto (the "**143<sup>rd</sup> Street Property**"), and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. 0614411029 (the "**143<sup>rd</sup> Street Mortgage**");
16. Assignment of Rents executed by Trust 96-065 covering the 143<sup>rd</sup> Street Property, and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. 0614411030;

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17. Environmental Indemnity Agreement executed by the Grantor and the Guarantor covering the 143<sup>rd</sup> Street Property;
18. Collateral Assignment of Beneficial Interest and Control Agreement executed by the Grantor;
19. Mortgage executed by Prairie Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated May 4, 2006 and known as Trust No. 06-063 ("**Trust 06-063**") affecting the real property commonly known as 7621 West 61<sup>st</sup> Street, Summit, Cook County, Illinois, as legally described on Exhibit F attached hereto (the "**61<sup>st</sup> Street Property**"), and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. 0614411026 (the "**61<sup>st</sup> Street Mortgage**");
20. Assignment of Rents executed by Trust 06-063 covering the 61<sup>st</sup> Street Property, and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. 0614411027;
21. Environmental Indemnity Agreement executed by the Grantor and the Guarantor covering the 61<sup>st</sup> Street Property;
22. Collateral Assignment of Beneficial Interest and Control Agreement executed by the Grantor;
23. Mortgage executed by Prairie Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated May 4, 2006 and known as Trust No. 06-062 ("**Trust 06-062**") affecting the real property commonly known as 7244 West 63<sup>rd</sup> Place, Summit, Cook County, Illinois, as legally described on Exhibit G attached hereto (the "**63<sup>rd</sup> Place Property**"), and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. 0614411023 (the "**63<sup>rd</sup> Place Mortgage**");
24. Assignment of Rents executed by Trust 06-062 covering the 63<sup>rd</sup> Place Property, and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. 0614411024;
25. Environmental Indemnity Agreement executed by the Grantor and the Guarantor covering the 63<sup>rd</sup> Place Property;
26. Collateral Assignment of Beneficial Interest and Control Agreement executed by the Grantor;
27. Mortgage executed by Prairie Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated April 3, 1997 and known as Trust No. 97-025 ("**Trust 97-025**") affecting the real property commonly known as 8850-56 South Archer Avenue, Willow Springs, Cook County, Illinois, as legally described on Exhibit H attached hereto (the "**Archer Property**"), and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. 0614435387 (the "**Archer Mortgage**");
28. Assignment of Rents executed by Trust 97-025 covering the Archer Property, and recorded in the Cook County Recorder's Office, Cook County, Illinois on May 24, 2006 as Document No. - 0614435388;
29. Environmental Indemnity Agreement executed by the Grantor and the Guarantor covering the Archer Property;
30. Collateral Assignment of Beneficial Interest and Control Agreement executed by the Grantor;
31. Disbursement Authorization executed by Borrower;
32. any and all other documents and instruments given at any time to evidence and secure the Loan

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## EXHIBIT A

### LEGAL DESCRIPTION – CICERO PROPERTY

#### Parcel 1:

LOTS 1, 2, 3, 4, 5, 6, 7, AND 46 IN BLOCK 5 IN THE 22ND STREET BOULEVARD  
SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39  
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2300-2312 South Central Avenue  
Cicero, Illinois

Permanent Index Nos.: 16-29-213-016-0000  
16-29-213-031-0000  
16-29-213-032-0000  
16-29-213-033-0000  
16-29-213-034-0000  
16-29-213-035-0000

#### Parcel 2:

LOT 11 AND THE EAST 8 FEET OF LOT 12 IN BLOCK 5 IN 22<sup>ND</sup> STREET BOULEVARD  
SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST  
1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 5612 West 23<sup>rd</sup> Place  
Cicero, Illinois

Permanent Index No.: 16-29-213-030-0000

#### Parcel 3:

LOTS 8 AND 9 IN BLOCK 5 IN THE 22<sup>ND</sup> STREET BOULEVARD SUBDIVISION OF THE  
NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2314-16 South Central Avenue  
Cicero, Illinois

Permanent Index No.: 16-29-213-036-0000  
16-29-213-037-0000