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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062
Attn: Christyl Marsh, Esq.



Doc#: 0828450043 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/10/2008 01:02 PM Pg: 1 of 17

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FORBEARANCE AGREEMENT AND AMENDMENT TO PROMISSORY NOTE AND LOAN DOCUMENTS

THIS FORBEARANCE AGREEMENT AND AMENDMENT TO PROMISSORY NOTE AND LOAN DOCUMENTS (the "Agreement") is made and entered into as of this 1st day of July, 2008, by and among **LaSalle Bank National Association** ("Lender"), **Americorp Properties Group, L.L.C.**, an Illinois limited liability company ("Borrower"), and **434 W. Ontario, LLC**, an Illinois limited liability company ("434 Ontario").

RECITALS

A. Borrower previously executed that certain Promissory Note dated as of June 27, 2003 in favor of Lender (as amended from time to time, the "Note"), pursuant to which Lender agreed to make a term loan in the original principal amount of \$2,500,000.00 (as amended from time to time, the "Loan"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Note.

B. The Note is secured by, among other things, the following documents: (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December 15, 2004 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "Cook Recorder's Office") on December 20, 2004, as Document No. 050185003 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A** hereto commonly known as 434 W. Ontario, Chicago, Illinois ("Property"), (ii) that certain Assignment of Rents and Leases dated December 15, 2004, from Borrower to Lender and recorded in the Cook Recorder's Office on December 20, 2004, as Document No. 050185004 (the "Assignment of Leases"); (iii) that certain Environmental Indemnity Agreement dated June 27, 2003 from Borrower and Robert G. Brunetti ("Guarantor") to Lender (the "Indemnity Agreement"); and (iv) certain other loan documents, including without limitation, various mortgages and assignments of rents granted to Lender as additional security for the Loan and encumbering properties located at

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715 Ela Road, Lake Zurich, Illinois, 605 East Algonquin Road, Arlington Heights, Illinois, 1304 Macom Drive, Naperville, Illinois and 805 McHenry Avenue, Crystal Lake, Illinois (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended from time to time, are sometimes collectively referred to herein as the "Loan Documents").

C. To induce Lender to make the Loan to Borrower, Guarantor has delivered to Lender a Guaranty of Payment dated as of June 27, 2003 (the "Guaranty"), guaranteeing payment and performance by Borrower of its obligations under the Note and other Loan Documents.

D. There is presently due and owing to Lender \$1,895,833.14 principal amount of the Loan, together with accrued interest thereon.

E. The following Event of Default (the "Designated Default") exists under the Loan Documents:

In calendar year 2007, Borrower failed to maintain a Debt Service Ratio of at least 1.25 to 1.0 for the Property and the Additional Premises (as defined in the Mortgage), as required by the Mortgage.

F. Borrower has requested that Lender (i) extend the Maturity Date of the Loan from July 1, 2008 to December 1, 2008, and (ii) decrease the required Debt Service Ratio from 1.25 to 1.0 to 1.1 to 1.0.

G. By reason of the existence of the Designated Default, Lender has no obligation to agree to Borrower's requests, and Lender has full legal right to exercise its rights and remedies under the Note and Loan Documents. Such remedies include, but are not limited to, the right to declare the entire Indebtedness (as defined in the Mortgage) due and payable without further notice to Borrower, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

H. Lender is willing to consent to the extension of the Maturity Date to December 1, 2008, to decrease the Debt Service Ratio to 1.1 to 1.0 and to forebear in the exercise of its rights and remedies under the Loan Documents, on the terms and conditions set forth herein.

AGREEMENT

In consideration of the Recitals and of the mutual promises and covenants contained herein, Lender and Borrower agree as follows:

1. **Agreement to Forebear.** During the period (the "Forbearance Period") commencing on the date hereof and ending on the earlier to occur of December 1, 2008, or the date that any Forbearance Default (as defined in Section 10 hereof) occurs, Lender will forbear in the exercise of its rights and remedies under the Note and Loan Documents with respect to the Designated Default, including the right to collect interest at the Default Rate on the balance of principal remaining unpaid from and including December 31, 2007 until the Designated Default has been cured, as determined by Lender

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in its sole and absolute discretion. Without limiting the generality of the foregoing, during the Forbearance Period Lender will not (i) accelerate the maturity of the Loan or initiate proceedings for the collection of the Loan; (ii) file or join in filing any involuntary petition in bankruptcy with respect to Borrower, or otherwise initiate or participate in similar insolvency reorganization, or moratorium proceedings for the benefit of creditors of Borrower; (iii) repossess or sell, throughout judicial proceedings or otherwise, any of the Premises, Additional Premises or Collateral (all as defined in the Mortgage); or (iv) initiate proceedings to enforce the Guaranty.

2. Conditions Precedent to Effectiveness of Agreement. This Agreement shall not be effective unless and until each of the following conditions shall have been satisfied in Lender's sole discretion or waived by Lender, for whose sole benefit such conditions exist:

(a) Guarantor's consent. The Guarantor shall have executed the consent at the end of this Agreement.

(b) Modification of Additional Mortgages. A condition of making the Loan to Borrower was the cross-collateralization and cross-default of all loans extended by Lender to Borrower, Guarantor, and/or their related parties (collectively, the "Additional Obligors"). Subsequent to Borrower's execution of the Note, Borrower and/or Additional Obligor executed and delivered to Lender, as additional security for the Loan and other loans extended by Lender to Additional Obligor, certain mortgages and assignments of rents encumbering the following properties owned by Borrower and/or Additional Obligor (collectively, the "Additional Loan Documents"): (i) 5404 W. Elm Street, Unit F, McHenry, Illinois, (ii) 1057 N. Northwest Highway, Park Ridge, Illinois and (iii) 1105 Jonathan Drive, Inverness, Illinois (collectively, the "Additional Properties"). A condition of Lender's agreement to enter into this Agreement, is the execution and delivery of certain modification agreements as are necessary to clarify that the Additional Loan Documents also secure the Loan (collectively, the "Modification Agreements"), all in the forms required by Lender.

(c) Payment of Expenses. Borrower shall have paid the Lender all of Lender's cost and expenses (including Lender's attorneys' fees) incurred in connection with the preparation of this Agreement.

3. Representations and Warranties. Borrower hereby represents and warrants to Lender as follows:

(a) Recitals. The Recitals in this Agreement are true and correct in all respects.

(b) Incorporation of Representations. All representations and warranties of Borrower, 434 Ontario in the Note and Loan Documents are incorporated herein in full by this reference and are true and correct as of the date hereof.

(c) Company Power; Authorization. Borrower has the power, and Robert G. Brunetti, as the President of ProCare Dental Group, P.C., an Illinois professional corporation, the sole manager of Borrower, has been duly authorized by all requisite company action, to execute and deliver this Agreement and the Modification Agreements and to perform its obligations hereunder and thereunder. This Agreement and the Modification Agreement have been duly executed and

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delivered by Borrower. Borrower is validly existing under the laws of the State of its formation or organization. 434 Ontario has the power, and Robert G. Brunetti, the sole manager of 434 Ontario, has been duly authorized by all requisite company action, to execute and deliver this Agreement and the Modification Agreements and to perform its obligations hereunder and thereunder. This Agreement and the Modification Agreement have been duly executed and delivered by 434 Ontario. 434 Ontario is validly existing under the laws of the State of its formation or organization.

(d) Enforceability. This Agreement and the Modification Agreements are the legal, valid and binding obligations of Borrower and 434 Ontario, enforceable against Borrower and 434 Ontario in accordance with their respective terms. 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 and 434 Ontario enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(e) No Violation. Borrower's execution, delivery and performance of this Agreement and the Modification Agreements do not and will not (i) violate any law, rule, regulation or court order to which Borrower is subject; (ii) conflict with or result in a breach of instrument to which Borrower is party or by which it or its properties are bound, or (iii) result in the creation or imposition of any lien, security interest or encumbrance on any property of Borrower, whether now owned or hereafter acquired, other than liens in favor of Lender. 434 Ontario's execution, delivery and performance of this Agreement does not and will not (i) violate any law, rule, regulation or court order to which 434 Ontario is subject; (ii) conflict with or result in a breach of instrument to which 434 Ontario is party or by which it or its properties are bound, or (iii) result in the creation or imposition of any lien, security interest or encumbrance on any property of 434 Ontario, whether now owned or hereafter acquired, other than liens in favor of Lender.

(f) Obligations Absolute. The obligations of Borrower to repay the Loan, together with all interest accrued thereon, is absolute and unconditional, and there exists no right of set off or recoupment, counterclaim or defense of any nature whatsoever to payment of the Indebtedness.

(g) No Other Defaults. Other than the Designated Default, there are currently no other Events of Default under the Note, the Mortgage or the other Loan Documents and neither Borrower nor 434 Ontario knows 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.

(h) No Material Change. There has been no material adverse change in the financial condition of Borrower, 434 Ontario, 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.

(i) No Defenses. 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.

4. Covenants of Borrower. Unless Lender otherwise consents in writing, Borrower agrees that during the Forbearance Period it will:

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(a) **Increase Debt Service Ratio.** Take such steps as Borrower deems necessary to increase the Debt Service Ratio to at least 1.1 to 1.0.

(b) **Compliance with Loan Agreement.** Continue to comply with all covenants and other obligations of Borrower under the Note and Loan Documents, provided, that the Borrower shall not be required to cure the Designated Default during the Forbearance Period.

5. Maturity Date. The Maturity Date of the Note is extended to December 1, 2008. Any reference in the Note, the Mortgage or any other Loan Document to the "Maturity Date" shall hereafter mean December 1, 2008.

6. Principal and Interest. Borrower shall continue to make regular monthly payments of principal plus accrued interest thereon on the first Business Day of each month thereafter through and including November 1, 2008, with a final payment of the entire unpaid principal balance of the Note, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any other Loan Document in full on December 1, 2008.

7. Cross-Default. Paragraph 5.4 of the Note is hereby amended and restated in its entirety to read as follows:

"5.4 the occurrence of any default under any other note, guaranty or other instrument now or hereafter existing made by Borrower, 1057 N. Northwest Highway, LLC, an Illinois limited liability company ("1057 Northwest"), 805 McHenry, LLC, an Illinois limited liability company ("805 McHenry"), 434 W. Ontario, LLC, an Illinois limited liability company ("434 Ontario"), 5404-F Elm Street, LLC, an Illinois limited liability company ("5404 Elm") or any guarantor hereof in favor of Lender, including, without limitation, any Interest Rate Agreement (as defined in the Assignments) and the following promissory notes (as amended, restated or replaced from time to time): (a) that certain promissory note dated November 1, 2006 made by 1057 Northwest in favor of Lender in the original principal amount of \$800,000.00, (b) that certain amended and restated promissory note dated November 1, 2006 made by 805 McHenry in favor of Lender in the original principal amount of \$1,137,942.00, (c) that certain promissory note dated December 15, 2004 made by 434 Ontario in favor of Lender in the original principal amount of \$2,800,000.00, (d) that certain promissory note dated November 1, 2006 made by 5404 Elm in favor of Lender in the original principal amount of \$200,000.00, and (e) that certain promissory note dated December 20, 2007 made by Borrower in favor of Lender in the original principal amount of \$1,300,000.00."

8. Cross-Collateralization. The last paragraph of the "Recitals" section of the Mortgage, which begins "FOR THE PURPOSE OF SECURING..." is hereby amended and restated in its entirety to read as follows:

"FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs

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described in the Note) prepayment premiums (if any), exit fees (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by Mortgagee for the benefit of Mortgagor, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, any interest rate swap or hedge agreement now or hereafter entered into between Mortgagor and Mortgagee and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, any interest rate swap or hedge agreement or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein; and (iv) the payment of all loans now or hereafter existing extended by Mortgagee to Mortgagor or any of its related parties (collectively, the "Additional Obligors"), including, without limitation, the following loans and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs described in the Note) prepayment premiums (if any), exit fees (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by Mortgagee for the benefit of Mortgagor or any of the Additional Obligors, if any, and other indebtedness evidenced by or owing under the following notes, any of the loan documents securing such notes, together with any extensions, modifications, renewals or refinancings of any of the foregoing: (a) that certain promissory note dated as of November 1, 2006, made by 5404-F Elm Street, LLC, an Illinois limited liability company, in favor of Mortgagee in the original principal amount of \$200,000.00, (b) that certain promissory note dated November 1, 2006 made by 1057 N. Northwest Highway, LLC, an Illinois limited liability company, in favor of Mortgagee in the original principal amount of \$800,000.00, (c) that certain amended and restated promissory note dated November 1, 2006 made by 805 McHenry, LLC, an Illinois limited liability company, in favor of Mortgagee in the original principal amount of \$1,137,942.00, (d) that certain promissory note dated December 15, 2004 made by 434 W. Ontario, LLC, an Illinois limited liability company, in favor of Mortgagee in the original principal amount of \$2,800,000.00, and (e) that certain promissory note dated December 20, 2007 made by Mortgagor in favor of Mortgagee in the original principal amount of \$1,300,000.00 (collectively, "Indebtedness")."

9. Debt Service Ratio.

(a) The first paragraph of sub-paragraph 37(a) of the Mortgage is hereby amended and restated in its entirety to read as follows:

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“During any calendar year ending on December 31 (a “Year”), Mortgagor shall not permit the ratio of Operating Cash Flow (as defined below) during such Year to Debt Service (as defined below) during such Year to be less than 1.1 to 1.0 (“Debt Service Ratio”).”.

(b) Subparagraph (d) of paragraph 37 of the Mortgage is hereby amended and restated in its entirety to read as follows:

“If at any time during any Year Mortgagee reasonably believes that an event has occurred which will cause a decrease in the Operating Cash Flow during such Year (including, without limitation, an increase in the real estate taxes due to an increase in the assessed valuation of the Premises, the applicable tax rate or otherwise) and, as a result thereof, the ratio of Operating Cash Flow to Debt Service during such Year (or any Year thereafter) shall be less than 1.1 to 1.0, then an Event of Default shall be deemed to exist as of the last day of such Year unless Mortgagor, on or before the last day of such Year, has delivered to Mortgagee evidence reasonably satisfactory to Mortgagee that the ratio of Operating Cash Flow to Debt Service as of such day is or shall be at least 1.1 to 1.0.”

10. Collateral.

(a) Disposition of Collateral. Borrower, 434 Ontario and Guarantor each hereby renounce and waive all rights that are waivable under Article 9 of the Uniform Commercial Code (the “UCC”) of any jurisdiction in which any Collateral may now or hereafter be located. Without the generality of the foregoing, Borrower, 434 Ontario and the Guarantor each hereby (i) renounce any right to receive notice of any disposition by Secured Party of the Collateral pursuant to Section 9-504(3) of the UCC upon termination of the Forbearance Period, whether such disposition is by public or private sale under the UCC or otherwise, and (ii) waive any rights relating to compulsory disposition of the Collateral pursuant to Section 9-504 and 9-505 of the UCC.

(b) Consent to relief from Automatic Stay. Borrower and 434 Ontario each hereby agree that if it shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator, (v) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against Borrower for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Lender shall thereupon be entitled to relief from any automatic state imposed by Section 362 of Title 11 of the U.S. Code, as amended, or from any other stay or suspension of remedies imposed in any other manner with respect to the exercise of the rights and remedies otherwise available to Lender under the Note and the Loan Documents.

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(c) Appointment of Receiver. Borrower and 434 Ontario each agree that upon termination of the Forbearance Period Lender shall be entitled to appointment of a receiver for the Collateral.

11. Default. Each of the following shall constitute a “Forbearance Default” hereunder:

(a) the existence of any Event of Default (other than the Designated Default) under the Note or Loan Documents; or

(b) Borrower shall fail to keep or perform any of the covenants or agreements contained herein or in the Note or Loan Documents; or

(c) any representation or warranty of Borrower herein, in the Note or the Loan Documents shall be false, misleading or incorrect in any material respect; or

(d) Borrower refinances the Loan with any lender, other than Lender, prior to the expiration of the Forbearance Period, without the prior written consent of Lender.

12. Effect and Construction of Agreement. Except as expressly provided herein, the Note, Mortgage and other Loan Documents shall remain in full force and effect in accordance with their respective terms, and this Agreement shall not be construed to:

(a) impair the validity, perfection or priority of any lien or security interest securing the Indebtedness;

(b) waive or impair any rights, powers or remedies of Lender under the Note or Loan Documents upon termination of the Forbearance Period, with respect to the Designated Default or otherwise;

(iii) constitute an agreement by Lender or require Lender to extend the Forbearance Period, or grant additional forbearance periods, or extend the term of loan beyond December 1, 2008.

In the event of any inconsistency between the terms of this Agreement and the Note or other Loan Documents, this Agreement shall govern. Borrower and 434 Ontario each acknowledge that it has consulted with counsel and with such other experts and advisors as it has deemed necessary in connection with the negotiation, execution and delivery of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring that it be construed against the party causing this Agreement or any part hereof to be drafted.

13. Expenses. Borrower and 434 Ontario each agree to pay all costs, fees and expenses of Lender (including the fees of Lender’s counsel) incurred by Lender in connection with the negotiation, preparation, administration and enforcement of this Agreement.

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14. Miscellaneous.

(a) Further Assurance. Borrower agrees to execute such other and further documents and instruments as Lender may request to implement the provision of this Agreement and to perfect and protect the liens and security interests created by the Note, the Mortgage and the other Loan Documents.

(b) Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their respective successors and assigns. No other person or entity shall be entitled to claim any right or benefit hereunder, including, without limitation, the status of a third-party beneficiary of this Agreement.

(c) Integration. This Agreement, together with the Note and the Loan Documents, as hereby modified and as modified by the Modification Agreements, constitutes the entire agreement and understanding among the parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings relating to such subject matter. In entering into this Agreement, Borrower acknowledges that it is relying on no statement, representation, warranty, covenant or agreement of any kind made by the Lender or any employee or agent of the Lender, except for the agreement of Lender set forth below.

(d) Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be effective to the extent of such invalidity or enforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Illinois, without regard to the choice of law principles of such state.

(f) Counterparts; Telecopied Signatures. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party of facsimile transmission shall be deemed to be an original signature hereto.

(g) Notices. Any notices with respect to this Agreement shall be given in the manner provided for in Paragraph 26 of the Mortgage.

(h) Survival. All representations, warranties, covenants, agreements, undertakings, waivers and releases of Borrower, 434 Ontario and the Guarantor contained herein shall survive the termination of the Forbearance Period and payment in full of the Indebtedness of Borrower under the Note.

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(i) **Amendment.** No amendment, modification, rescission, waiver or release of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto.

(j) **No Joint Venture.** 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, 434 Ontario or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(k) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the 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.

15. Release of Claims and Waiver. Borrower, 434 Ontario and Guarantor each hereby release, remise, acquit and forever discharge Lender and Lender's employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution hereof, and in any way directly or indirectly arising out of or in any way connected to this Agreement, the Note and the Loan Documents, including but not limited to, claims relating to any settlement negotiations (all of the foregoing hereinafter called the "Released Matters"). Borrower, 434 Ontario and the Guarantor acknowledge that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. Each of Borrower, 434 Ontario and Guarantor represents and warrants to Lender that it has not purported to transfer, assign or otherwise convey any right, title or interest of Borrower, 434 Ontario or Guarantor in any Released Matter to any other Person and that the foregoing constitutes a full and complete release of all Released Matters.

16. VENUE; JURISDICTION; JURY TRIAL WAIVER. LENDER, BORROWER, 434 ONTARIO AND GUARANTOR EACH HEREBY IRREVOCABLY:

(a) CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS;

(b) AGREE THAT VENUE SHALL BE PROPER IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN CHICAGO, ILLINOIS; AND

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(c) WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LOAN DOCUMENTS, THE MORTGAGE AND/OR THE GUARANTY.

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

LaSalle Bank National Association

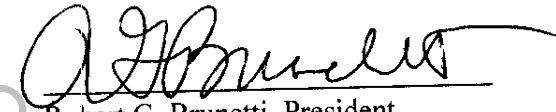
By: 

Name: M. Norwood

Title: VP

Americorp Properties Group, L.L.C., an Illinois limited liability company

By: ProCare Dental Group, P.C., an Illinois professional corporation, its sole manager

By: 
Robert G. Brunetti, President

434 W. Ontario, LLC, an Illinois limited liability company

By: 
Robert G. Brunetti, its sole Manger

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Notary Page - Lender

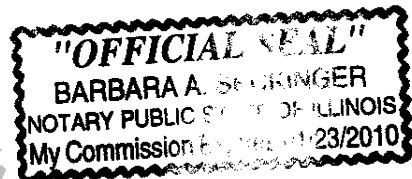
STATE OF ILLINOIS)
)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew Nowood 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 29 day of Sept, 2008.

Barbara A Seckinger
Notary Public

My Commission Expires: 1/23/2010



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Notary Page - Borrower

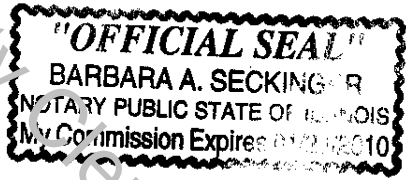
STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert G. Brunetti personally known to me as president of ProCare Dental Group, P.C., an Illinois professional corporation, sole manager of **Americorp Properties Group, L.L.C.**, an Illinois limited liability company and 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, sealed and delivered the said instrument as such president of the manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of Sept, 2008.

Barbara A. Seckinger
Notary Public

My Commission Expires: 1/23/2010



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Notary Page - 434 Ontario

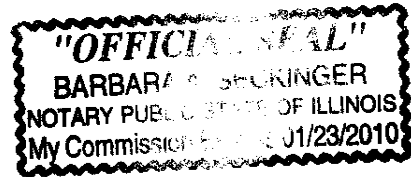
STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert G. Brunetti personally known to me as the sole manager of **434 W. Ontario, LLC**, an Illinois limited liability company, and 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, sealed and delivered the said instrument as manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of Sept, 2008

Barbara A Seckinger
Notary Public

My Commission Expires: 1/23/2010

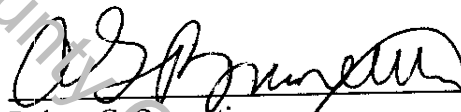


UNOFFICIAL COPY

CONSENT OF GUARANTOR

The undersigned is the Guarantor referred to in the preceding Agreement. The undersigned does hereby consent to the terms of this Agreement and does ratify and confirm the Guaranty in all respects. The undersigned further specifically consents to and joins in the agreements, waivers and releases contained in Section 9, Section 15 and Section 16 of this Agreement. The Guarantor acknowledges that he has consulted with counsel in connection with the negotiation, execution and delivery of this Consent.


Without limiting the generality of the foregoing paragraph, the Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with regard to the Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's and 434 Ontario's execution and delivery of this Agreement and the Modification Agreements; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's and 434 Ontario's execution, delivery or performance of this Agreement or the Modification Agreements; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.


Robert G. Brunetti

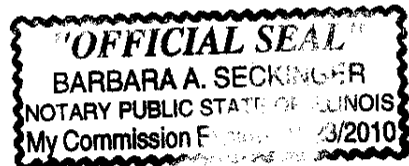
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Robert G. Brunetti** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 29 day of Sept, 2008.


Notary Public

My Commission Expires: 1/23/2010



UNOFFICIAL COPY

Exhibit A

Legal Description

PIN: 17-09-127-019-0000

Address: 434 W. Ontario, Chicago, Illinois 60610

THE WEST 49.37 FEET OF LOTS 21 AND 22, TAKEN AS A TRACT, IN YOUNGS SUBDIVISION OF PART OF THE KINGSBURY TRACT IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.