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**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:**

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603



Doc#: 0831139006 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/08/2008 10:20 AM Pg: 1 of 10

ADDRESS OF PROPERTY:

120-122 Northwest Highway
Barrington, IL 60010

PERMANENT INDEX NOS.:

01-01-201-030-0000
01-01-201-053-0000

FIFTH LOAN MODIFICATION AGREEMENT

THIS FIFTH LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 15th day of September, 2008 by and among **BARRINGTON BANK & TRUST COMPANY, N.A.**, ("Lender"), **120 NORTHWEST HIGHWAY PARTNERS, L.L.C.**, an Illinois limited liability company ("Borrower") and **GARO KHOLAMIAN** ("Guarantor").

WITNESSETH:

WHEREAS, Borrower is the owner of certain real estate (the "Premises") commonly known as 120-122 Northwest Highway, located in the Village of Barrington, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Lender has heretofore made a mortgage loan (the "Loan") to Borrower in the stated principal sum of Two Million Twenty-Four Thousand Dollars (\$2,024,000.00) which was subsequently increased to the principal sum of Two Million One Hundred Sixty Thousand Dollars (\$2,160,000.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter defined and all other documents evidencing, securing or otherwise governing the Loan are collectively referred to as the "Loan Documents") each of which is dated as of March 15, 2005 unless otherwise stated:

- (a) Note (the "Note") made by Borrower in the stated principal sum of Two Million Twenty-Four Thousand Dollars (\$2,024,000.00);
- (b) Guaranty made by Guarantor to Lender;

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- (c) Guaranty of Completion made by Guarantor to Lender;
- (d) Mortgage (the "Mortgage") made by Borrower encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document No. 0507533232;
- (e) Assignment of Rents and Leases made by Borrower to Lender, recorded in the Recorder's Office as Document No. 0507533233;
- (f) Loan Agreement made by and between Borrower and Lender;
- (g) Security Agreement made by Borrower to Lender;
- (h) Updated Uniform Commercial Code Financing Statements made by Borrower, as debtor, to Lender, as secured party, recorded in the Recorder's Office as Document No. 0507533234 and filed with the Illinois Secretary of State as Document No. 9650563;
- (i) Loan Modification Agreement dated December 5, 2005 by and among Lender, Borrower and Guarantor which was recorded in the Recorder's Office as Document No. 0535739041;
- (j) Second Loan Modification Agreement dated March 15, 2007 by and among Lender, Borrower and Guarantor which was recorded in the Recorder's Office as Document No. 0732431003;
- (k) Third Loan Modification Agreement dated September 15, 2007 by and among Lender, Borrower and Guarantor which was recorded in the Recorder's Office as Document No. 0732431004; and
- (l) Fourth Loan Modification Agreement dated June 15, 2008 by and among Lender, Borrower and Guarantor which was recorded in the Recorder's Office as Document No. 0824834126; and

WHEREAS, Lender and Borrower have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

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AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.
2. **Definitions.** All terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.
3. **Payment of Fee.** For and as additional consideration of Lender agreeing to enter into this Agreement, Borrower shall pay Lender a fee of One Thousand Five Hundred Dollars (\$1,500.00).
4. **Decrease in Loan Amount.** Notwithstanding anything to the contrary contained in the Loan Documents, the stated principal amount of the Note is hereby decreased to One Million Eight Hundred Ten Thousand Dollars and No Cents (\$1,810,000.00) (the "Loan Amount"). Any reference to the Loan, the Loan Amount or to the Note in any of the Loan Documents shall be a reference to the Loan, the Loan Amount and/or the Note in the stated principal amount of One Million Eight Hundred Ten Thousand Dollars and No Cents (\$1,810,000.00).
5. **Amendment to Note.** The Note is hereby modified as follows:
 - a. The Maturity Date is extended to September 15, 2011.
 - b. Section 3.E is deleted in its entirety and is hereby replaced with the following:
 - E. "Regular Rate" shall mean interest payable at LIBOR plus Two Hundred Fifty (250) Basis Points (see Rider attached hereto) and incorporated herein by reference.
 - c. In the Rider to the Note all references to "Two Hundred Twenty-Five (225) Basis Points" are deleted and replaced with "Two Hundred Fifty (250) Basis Points".
 - d. The last paragraph of the Rider to the Note is deleted in its entirety and is hereby replaced with the following:

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Interest after maturity (whether by reason of acceleration or otherwise) shall be paid on the unpaid balance at the rate of LIBOR plus Seven Hundred Fifty (750) Basis Points.

e. The following subsections D and E are added to Section 5 of the Note:

D. In the event that at any time during the term of the Loan, Guarantor fails to maintain a minimum liquidity of One Million Dollars (\$1,000,000.00) as determined by Lender in Lender's reasonable discretion; or

E. In the event that the Premises fail to maintain a minimum debt service coverage ratio of 1.0:1.0 on or before December 31, 2009, as determined by Lender in Lender's sole discretion;

f. The first paragraph of Section 7 is deleted in its entirety and is hereby replaced with the following:

7. Payments. Borrower shall make monthly payments of principal in the amount of Eight Hundred Eighty-Five Dollars (\$885.00) plus interest. The first payment of principal plus interest shall be due on October 1, 2008. Each successive payment of principal and interest shall be made on the first (1st) day of each month thereafter.

6. Amendment to Mortgage. The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

7. Amendment to Guaranty. The Guaranty is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby. The Guaranty is also modified as follows:

a. Section 19 of the Guaranty is deleted in its entirety and is hereby replaced with the following:

19. Notwithstanding anything contained herein to the contrary, the financial obligations hereunder of the Guarantor shall not exceed the Guaranteed Amount of One Million Dollars (\$1,000,000.00) plus costs of collection.

8. Continued Priority. In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the

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Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

9. **Title Insurance.** Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with an endorsement to its mortgagee's policy of title insurance ("Title Policy"), which endorsement shall be acceptable to Lender and shall guarantee as of the date hereof that:

- a. there are no objections to title except (a) the objections to title other than real estate taxes reflected on the Title Policy, and (b) general real estate taxes for the year 2007 (second installment) and subsequent years;
- b. reflects the recording of this Agreement; and
- c. re-dates the effective date of the Title Policy to the date of recording of this Agreement.

10. **Lender Expenses.** Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

11. **Non-Waiver.** In the event Lender shall at any time or from time to time disburse portions of the Loan without Borrower first satisfying all conditions precedent set forth herein or in the Loan Documents, Lender shall not thereby be deemed to have waived its right to require such satisfaction of the same or other condition as a condition precedent to its obligations to make further disbursement of the Loan.

12. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

13. **Joinder of Guarantor.** Notwithstanding anything to the contrary contained herein Guarantor has entered into this Agreement for the limited purpose of ratifying and confirming Guarantor's obligations under the Guaranty, as amended hereby, and to

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acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

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

LENDER:

**BARRINGTON BANK & TRUST
COMPANY, N.A.**

By: *Martin Williams*
Name: MARTIN M WILLIAMS
Title: Service President

BORROWER:

**120 NORTHWEST HIGHWAY PARTNERS,
L.L.C., an Illinois limited liability company**

By: GK Development Inc., an Illinois
corporation, its Manager
By: *Garo Kholamian*
Garo Kholamian, President

GUARANTOR:

Garo Kholamian
GARO KHOLAMIAN

Office of Cook County Clerk's Office

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acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

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

LENDER:

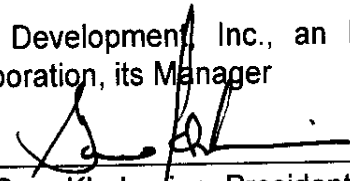
**BARRINGTON BANK & TRUST
COMPANY, N.A.**

By: _____
Name: _____
Title: _____

BORROWER:

**120 NORTHWEST HIGHWAY PARTNERS,
L.L.C., an Illinois limited liability company**

By: GK Development, Inc., an Illinois
corporation, its Manager

By: 
Garo Kholamian, President

GUARANTOR:


GARO KHOLAMIAN

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Maryann Williams, the S.V.P. of **Barrington Bank & Trust Company, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said **Barrington Bank & Trust Company, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of September, 2008.



Betty Millar
Notary Public

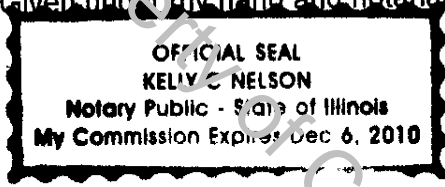
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Garo Kholamian**, the President of **GK Development, Inc.**, an Illinois corporation, being the manager of **120 Northwest Highway Partners, L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said **120 Northwest Highway Partners, L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of September, 2008.

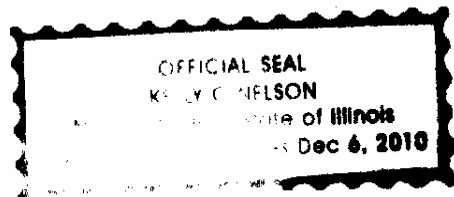


Kelly Nelson
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **Garo Kholamian**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed 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 15 day of September, 2008.



Kelly Nelson
Notary Public

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EXHIBIT A

Legal Description

Parcel 1:

Lots 21 and 22 (except the East 2.420 meters (7.94 feet) of said Lots 21 and 22 (measured at right angles to the East line of said lots) taken by condemnation proceeding filed as case 01L050041 and by order vesting title recorded June 6, 2001 as Document 0010488490) in George A. Lageschulte's Subdivision of part of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded March 31, 1921 as Document 7099314, in Cook County, Illinois.

Parcel 2:

Lot 23 (except the East 7.94 feet of said Lot 23, measured at right angles to the East line thereof, taken by condemnation proceeding filed as case no. 01L050040) in George A. Lageschulte's Subdivision of part of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded March 31, 1921 as Document 7099314, in Cook County, Illinois.

Address of Property: 120-122 Northwest Highway
Barrington, IL 60010

Permanent Index Nos.: 01-01-201-030-0000
01-01-201-053-0000

Cook County Clerk's Office