

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Stahl Cowen Crowley Addis LLC  
55 West Monroe, Suite 1200  
Chicago, Illinois 60603  
Attn: Thomas G. Moffitt, Esq.



Doc#: 0900931099 Fee: \$84.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/09/2009 03:36 PM Pg: 1 of 25

## MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 23<sup>rd</sup> day of December, 2008 (the "Effective Date"), by and among FIDELITY WES BUILDERS, INC., an Illinois corporation ("Fidelity"), FIDELITY WES OF FAIRVIEW ESTATES, INC., an Illinois corporation ("Fairview"), FIDELITY WES OF HILLTOP LLC, an Illinois limited liability company ("Hilltop"), FIDELITY WES OF EASTGATE INC., an Illinois corporation ("Eastgate"), RAVENNA PCD 3 LLC, an Illinois limited liability company ("Ravenna") (Fidelity, Fairview, Hilltop, Eastgate and Ravenna are collectively referred to hereafter as "Borrowers"), WARREN SMITH and MICHAEL DEMAR (collectively referred to hereafter as "Guarantors") and MIDWEST BANK AND TRUST COMPANY, an Illinois banking corporation, its successors and assigns ("Lender").

## RECITALS:

### FAIRVIEW LOAN

A. WHEREAS, on or about February 27, 2006, Lender made a loan (the "Fairview Loan") to Fairview to finance the construction and development of certain single family homes, including all related improvements, on the real estate described on **Exhibit A-1** hereto (the "Fairview Property").

B. WHEREAS, the Fairview Loan is evidenced and secured by the following instruments, each dated as of February 27, 2006, unless otherwise noted (the "Fairview Loan Documents"):

- i. Construction Loan Agreement executed by and between Fairview, Fidelity and Lender;

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- ii. Construction Mortgage made by Fairview affecting the Fairview Property, recorded with the Lake County Recorder on January 29, 2007 as document number 6128067 (the "Fairview Mortgage");
- iii. Assignment of Rents made by Fairview affecting the Fairview Property, recorded with the Lake County Recorder on January 29, 2007 as document number 6128068 (the "Fairview Assignment of Rents");
- iv. UCC Financing Statement filed with the Illinois Secretary of State on January 24, 2007 as document number 11747728;
- v. Commercial Guaranty of payment made by Fidelity and the Guarantors to and for the benefit of Lender;
- vi. Guaranty of Completion and Performance executed by Fidelity and the Guarantors to and for the benefit of Lender;
- vii. Commercial Security Agreement executed by Fairview;
- viii. Environmental Indemnity Agreement executed by Fairview, Fidelity and the Guarantors;
- ix. Collateral Assignment of Owner and Architect Agreement executed by Fairview;
- x. Collateral Assignment of Construction Contracts executed by Fairview;
- xi. Subordination Agreement executed by Guarantors, Fidelity and Fairview in favor of Lender (the "Fairview Subordination Agreement");
- xii. Disbursement Authorization executed by Fairview;
- xiii. First Modification Agreement dated August 16, 2007 by and between Fairview, Fidelity, Guarantors and Lender recorded with the Lake County Recorder on January 18, 2008 as document number 6295122;
- xiv. First Replacement Promissory Note made by Fairview dated August 16, 2007 in the principal amount of Five Million Five Hundred Thirty One Thousand Forty One and No/100 Dollars (\$5,531,041.00) (the "Fairview Note"), which replaced and was substituted for the original note;
- xv. Second Modification Agreement dated August 27, 2007 by and between Fairview, Fidelity, Guarantors and Lender recorded with the Lake County Recorder on October 5, 2007 as document number 6251635;

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- xvi. Third Modification Agreement dated August 27, 2008 by and between Fairview, Fidelity, Guarantors and Lender;
- xvii. any and all other documents or instruments given at any time to evidence and/or secure the Fairview Loan.

## HILLTOP LOAN

C. **WHEREAS**, on or about March 25, 2007, Lender made a loan (the "Hilltop Loan") to Hilltop to finance the acquisition and development of townhomes on the real estate described on **Exhibit A-2** hereto (the "Hilltop Property").

D. **WHEREAS**, the Hilltop Loan is evidenced and secured by the following instruments, each dated as of March 25, 2007, unless otherwise noted (the "Hilltop Loan Documents"):

- i. Construction Loan Agreement executed by and between Hilltop, Fidelity and Lender;
- ii. Non-Revolving Promissory Note made by Hilltop payable to lender in the amount of Four Million Six Hundred Eleven Thousand Three Hundred Ten and No/100 Dollars (\$4,611,310.00) (the "Hilltop Note #1");
- iii. Construction Mortgage made by Hilltop affecting the Hilltop Property, recorded with the Cook County Recorder on August 17, 2007 as document number 0722940044 (the "Hilltop Mortgage");
- iv. Assignment of Rents made by Hilltop affecting the Hilltop Property, recorded with the Cook County Recorder on August 17, 2007 as document number 0722940045 (the "Hilltop Assignment of Rents");
- v. Commercial Guaranty of payment made by Fidelity and the Guarantors to and for the benefit of Lender;
- vi. Guaranty of Completion and Performance executed by Fidelity and the Guarantors to and for the benefit of Lender;
- vii. Commercial Security Agreement executed by Hilltop;
- viii. Environmental Indemnity Agreement executed by Hilltop, Fidelity and the Guarantors;
- ix. Collateral Assignment of Construction Contract executed by Hilltop and Fidelity;
- x. Collateral Assignment of Sale Contracts executed by Hilltop;

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- xi. Disbursement Authorization executed by Hilltop;
- xii. First Replacement Revolving Promissory Note made by Hilltop dated August 16, 2007 in the principal amount of Three Million One Hundred Seventy Four Thousand Nine Hundred Forty Six and No/100 Dollars (\$3,174,946.00) (the "Hilltop Note #2"), which replaced and was substituted for the original construction note;
- xiii. First Modification Agreement dated August 16, 2007 by and between Hilltop, Fidelity, Guarantors and Lender recorded with the Cook County Recorder on January 17, 2008 as document number 0801740082;
- xiv. any and all other documents or instruments given at any time to evidence and/or secure the Hilltop Loan.

## EASTGATE LOAN

E. **WHEREAS**, on or about August 6, 2007, Lender made a loan (the "Eastgate Loan") to Eastgate to finance the acquisition and development of nine lot subdivision on the real estate described on **Exhibit A-3** hereto (the "Eastgate Property").

F. **WHEREAS**, the Eastgate Loan is evidenced and secured by the following instruments, each dated as of August 6, 2007, unless otherwise noted (the "Eastgate Loan Documents"):

- i. Construction Loan Agreement executed by and between Eastgate, Fidelity and Lender;
- ii. Non-Revolver Promissory Note made by Eastgate payable to lender in the amount of Three Million Nine Hundred Fourteen Thousand Four Hundred Three and No/100 Dollars (\$3,914,403.00) (the "Eastgate Note");
- iii. Construction Mortgage made by Eastgate affecting the Eastgate Property, recorded with the Lake County Recorder on September 27, 2007 as document number 6247589 (the "Eastgate Mortgage");
- iv. Assignment of Rents made by Eastgate affecting the Eastgate Property, recorded with the Lake County Recorder on September 27, 2007 as document number 6247590 (the "Eastgate Assignment of Rents");
- v. Commercial Guaranty of payment made by Fidelity and the Guarantors to and for the benefit of Lender;

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- vi. Guaranty of Completion and Performance executed by Fidelity and the Guarantors to and for the benefit of Lender;
- vii. Commercial Security Agreement executed by Eastgate;
- viii. Environmental Indemnity Agreement executed by Eastgate, Fidelity and the Guarantors;
- ix. Collateral Assignment of Owner and Architect Agreement executed by Eastgate;
- x. Collateral Assignment of Sale Contracts executed by Eastgate;
- xi. Subordination Agreement executed by Guarantors, Fidelity and Eastgate in favor of Lender (the "Eastgate Subordination Agreement")
- xii. Disbursement Authorization executed by Eastgate;
- xiii. any and all other documents or instruments given at any time to evidence and/or secure the Eastgate Loan.

## RAVENNA LOAN

G. **WHEREAS**, on or about July 27, 2006, Lender made a loan (the "Ravenna Loan") to Ravenna to finance the acquisition of the real estate described on **Exhibit A-4** hereto (the "Ravenna Property").

H. **WHEREAS**, the Ravenna Loan is evidenced and secured by the following instruments (the "Ravenna Loan Documents"):

- i. Mortgage dated July 27, 2006 made by Ravenna affecting the Ravenna Property, recorded with the Lake County Recorder on August 31, 2006 as document number 6051482 (the "Ravenna Mortgage");
- ii. Assignment of Rents dated July 27, 2006 made by Ravenna affecting the Ravenna Property, recorded with the Lake County Recorder on August 31, 2006 as document number 6051483 (the "Ravenna Assignment of Rents");
- iii. Commercial Guaranty of payment made by Fidelity dated November 2, 2007 to and for the benefit of Lender;
- iv. Commercial Guaranty of payment made by Warren Smith ("Smith") dated November 2, 2007 to and for the benefit of Lender

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- v. Commercial Guaranty of payment made by Michael DeMar ("DeMar") dated November 2, 2007 to and for the benefit of Lender;
- vi. Business Loan Agreement dated November 2, 2007 by and between Ravenna and Lender;
- vii. Disbursement Request and Authorization dated May 2, 2008 executed by Ravenna;
- viii. Promissory Note made by Ravenna dated May 2, 2008 in the principal amount of Two Million Seven Hundred Ninety Six Thousand Seven Hundred Sixty Four and 35/100 Dollars (\$2,796,764.35) (the "Ravenna Note");
- ix. any and all other documents or instruments given at any time to evidence and/or secure the Ravenna Loan.

I. **WHEREAS**, the Fairview Loan, the Hilltop Loan, the Eastgate Loan, and the Ravenna Loan are sometimes referred to hereafter as the "Prior Loans". The Fairview Loan Documents, the Hilltop Loan Documents, the Eastgate Loan Documents, and the Ravenna Loan Documents are sometimes referred to hereafter as the "Prior Loan Documents". The Fairview Note, the Hilltop Note, the Eastgate Note, and the Ravenna Note are sometimes referred to hereafter as the "Prior Notes".

J. **WHEREAS**, the Fairview Mortgage, the Hilltop, the Eastgate Mortgage, Mortgage and the Ravenna Mortgage are sometimes referred to hereafter as the "Mortgages". The Fairview Assignment of Rents, the Eastgate Assignment of Rents, the Hilltop Assignment of Rents and the Ravenna Assignment of Rents are sometimes referred to hereafter as the "Assignments of Rents".

K. **WHEREAS**, the Prior Loan Documents, as modified, amended and replaced by this Agreement, the Note, as hereafter defined, the Guaranty, as hereafter defined, the Construction Loan Agreement, as hereafter defined, and this Agreement are sometimes collectively referred to hereafter as "Loan Documents".

L. **WHEREAS**, Borrowers and Guarantors desire to amend the Loan Documents in order to consolidate the Prior Notes into one note, extend the maturity date of the Prior Loans, provide for the funding of the construction of certain improvements and make certain other modifications thereto, in accordance with the terms and provisions set forth herein.

## 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, including, without limitation, the extensions of the maturity dates of the Prior Loans, (iii) the covenants and agreements contained herein, and

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

1. **Note.** All references in the Loan Documents to the "Note" or the "Notes" are hereby modified and amended to refer to and mean that certain "Promissory Note" of even date herewith in the amount of Thirteen Million Ninety Eight Thousand Five Hundred Twenty Eight and 00/100 Dollars (\$13,098,528.00) payable to Lender made by Borrowers (the "Note"). All references in the Loan Documents to the "Indebtedness" are hereby modified and amended to refer to and mean all principal, interest and other amounts payable under the Note, as defined in this Agreement. All references in the Loan Documents to the "Loan" or the "Loans" are hereby modified and amended to refer to and mean the loan evidenced by the Note, as defined in this Agreement (the "Loan").
2. **Maturity Date.** The Loan Documents are hereby modified to provide that all references therein, in any to a Maturity Date shall mean September 30, 2009.
3. **Fidelity as Borrower.** The Loan Documents are hereby modified and amended to add Fidelity as a "Borrower" and "Grantor", as those terms are defined in the Loan Documents. Fidelity hereby ratifies, affirms and approves the Loan Documents, including, without limitation, the Mortgages and the Assignment of Rents, and assumes all obligations and liabilities of the "Borrower" and "Grantor" thereunder. All references in the Loan Documents to the "Borrower", "Borrowers", "Grantor" or "Grantors" are hereby modified and amended to refer to and mean the Borrowers, as defined in this Agreement.
4. **Guaranty.** All references in the Loan Documents to the "Guaranty" or the "Guarantees" are hereby modified and amended to refer to and mean that certain "Guaranty of Payment and Completion" of even date herewith in favor of Lender made by Guarantors (the "Guaranty"). All references in the Loan Documents to the "Guarantors" or "Guarantor" are hereby modified and amended to refer to and mean the Guarantors, as defined in this Agreement.
5. **Loan Agreement.** All references in the Loan Documents to the "Loan Agreement", the "Construction Loan Agreement" and the "Business Loan Agreement" are hereby modified and amended to refer to and mean that certain "Construction Loan Agreement" of even date herewith entered into by and between Borrowers, Guarantors and Lender (the "Construction Loan Agreement").
6. **Mortgages/Assignments of Rents.** The Mortgages and Assignments of Rents are hereby modified and amended to provide that the Mortgages and Assignments of Rents provide security for the Indebtedness and the Note, as said terms are defined in this Agreement. The Mortgages and Assignments of Rents are further modified and amended to provide that all references therein to the "Maximum Amount Secured" or "Maximum Lien" shall refer to and mean Twenty One Million Two Hundred Thirty Six Thousand One Hundred Nineteen and 00/100 Dollars (\$21,236,119.00), not including any sums advanced by Lender to protect the security of the Mortgages, including, without limitation, real estate taxes and attorneys' fees.
7. **Subordination Agreements.** All references in the Fairview Subordination Agreement and the Eastgate Subordination Agreement to the "Senior Loan" are hereby modified

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and amended to refer to and mean the Loan evidenced by the Note, as defined in this Agreement, and to the "Creditor Indebtedness" shall mean, in addition to the Creditor Indebtedness defined therein, all loans and advances made by DeMar to Borrowers in the total amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and by Smith to Borrowers in the total amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

8. **References to Loan Documents.** Any references contained in any of the Prior Loan Documents to the "Loan Documents" shall be deemed to refer to the Loan Documents, as defined in this Agreement.

9. **Letter of Credits Loans.** Borrowers and Guarantors acknowledge and agree that the Mortgages, the Assignments of Rents and the other Loan Documents, as modified and amended by this Agreement, shall continue to provide security for all obligations of Borrowers under those certain letter of credit notes identified as follows: Promissory Note dated July 21, 2005 made by Fairview in favor of Lender in the amount of \$1,757,820.00, Demand Promissory Note dated May 25, 2007 made by Hilltop in favor of Lender in the amount of \$1,299,968.00, and Demand Promissory Note dated August 6, 2007 made by Eastgate in favor of Lender in the amount of \$1,773,425.00 (collectively, the "Letter of Credit Notes"). The Mortgages and the Assignments of Rents are hereby modified to provide that each shall additionally provide security for each of the Letter of Credit Notes, and all of the security interests granted to Lender under the Mortgages, the Assignments of Rents and the other Loan Documents, as modified and amended by this Agreement, shall also provide security for each of the Letter of Credit Notes. Upon the occurrence of an "Event of Default" under any of the Letter of Credit Notes, Lender shall be entitled to pursue all rights and remedies provided in the Mortgages, the Assignments of Rents and the other Prior Loan Documents, as modified and amended by this Agreement, or under applicable law, to satisfy, cure or remedy said default. The Letter of Credit Notes are hereby modified to provide that all fees charged by Lender for the renewal of any of the Letter of Credit Notes shall be in an amount equal to Three Quarters of One Percent (0.75%) of the outstanding amount of the Letter of Credit applicable to such Letter of Credit Note at the time of such renewal.

10. **Representations and Warranties of Borrowers and Guarantors.** Borrowers and Guarantors hereby represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in the Loan Documents are true and correct as of the date hereof, with the same force and effect as if remade on and as of the date hereof.

(b) 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 Borrowers and Guarantors enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(c) As of the date hereof, Borrowers and Guarantors have no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents, as modified herein.



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(d) Borrowers are validly existing under the laws of the State of Illinois and have 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 Borrowers.

11. **Title Policies.** As a condition precedent to the agreements contained herein, Borrowers shall, at their sole cost and expense, cause First American Title Insurance Company, through its agent, Metropolitan Title Company, to issue endorsements to Lender's title insurance policies issued with respect to the Loan (the "Title Policies"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the liens of the Mortgages, subject only to the exceptions set forth in the Title Policies as of the dates of issuance thereof and any other encumbrances expressly agreed to by Lender.

12. **Expenses.** As a condition precedent to the agreements contained herein, upon the execution of this Agreement, Borrowers shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including without limitation, title charges, escrow fees and recording fees, and all reasonable attorneys' fees incurred by Lender in connection with the negotiation of this Agreement and enforcement of the Loan Documents. Payment of the forgoing sums shall not limit in any way Lender's right to collect other or additional costs, expenses and attorneys' fees incurred by Lender after the date that this Agreement is recorded, in accordance with the provisions of the Loan Documents.

13. **Waivers and Releases.** With respect to the Loan and the Loan Documents, as defined in this Agreement, the Borrowers and the Guarantors hereby:

(a) **Notice.** Absolutely, expressly, and unconditionally waive all notice of any default in non-payment and/or non-performance by the Borrowers under the Loan Documents.

(b) **Presentment.** Waive presentment for payment, protest, notice of dishonor, demand for payment execution of time of payment, non payment at maturity, notice of acceleration, notice of intent to accelerate and notice of dishonor, indulgences and notices of every kind, and consent to: (i) any and all forbearance and extensions of the time of payment of the Loan Documents; (ii) any and all changes in the terms, covenants or conditions of the Loan Documents; (iii) any and all substitution, exchanges or releases of all or any part of the collateral for the Loan; (iv) the unconditional and absolute waiver of any and all defenses based on failure of Lender to act in good faith or lack of fair dealing on the part of Lender; (v) the release or agreement not to sue without reservation of rights of anyone liable in any way for repayment of the Loan.

(c) **Claims or Defenses.** Waive any and all claims or defenses based upon lack of diligence in (i) collection of any amount of the payment of which is guaranteed hereby; (ii) protection of any collateral or other security for the Loan; or (iii) realization upon the Loan Documents or other security given for the Loan.

(d) **Release.** Release, discharge, and covenant not to sue Lender, its holding

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company, and any of its predecessors, successors, and assigns, affiliates, officers, directors, employees, attorneys, subsidiaries, and parent corporations from any and all claims, causes of action, defenses, whether known or unknown which the Borrowers or Guarantors had, now have or may hereinafter acquire which relate to, or are in any way connected with the Loan Documents or the acts or omissions of any of the related parties.

(e) **Enforceability.** Acknowledge that the Loan Documents are valid and enforceable in accordance with their respective terms and that they do not have any defenses, counterclaims or set-offs to the same and that to the extent that they have any defenses, counterclaims or set-offs, they are hereby waived.

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

(d) Borrowers, Guarantors 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 Borrowers, Guarantors 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) 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

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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 Borrowers' and Guarantors' obligations under this Agreement.

(i) The foregoing Recitals are hereby expressly incorporated into this Agreement by reference.

(j) The Loan Documents are hereby modified to provide that the addresses for notice to Lender are as follows:

If to Lender: Midwest Bank and Trust Company  
Algonquin Banking Center  
2045 E. Algonquin Road  
Algonquin, IL 60102

With a copy to: Starn Cowen Crowley Addis LLC  
55 West Monroe Street, Suite 1200  
Chicago, Illinois 60603  
Attn: Thomas G. Moffitt

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE  
PAGE FOLLOWS]

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

**LENDER:**

**Midwest Bank and Trust Company**

By: [Signature]  
Name: Steve Brockard  
Title: Vice President

**BORROWERS:**

**Fidelity Wes Builders, Inc., an Illinois corporation**

By: [Signature]  
Name: Warren Smith  
Title: President

**Fidelity Wes of Fairview Estates, Inc., an Illinois corporation**

By: [Signature]  
Name: Warren Smith  
Title: President

**Fidelity Wes of Hilltop LLC, an Illinois limited liability company**

By: [Signature]  
Name: Warren Smith  
Title: Manager

**Fidelity Wes of Eastgate Inc., an Illinois corporation**

By: [Signature]  
Name: Warren Smith  
Title: President

**Ravenna Pod 3 LLC, an Illinois limited liability company**

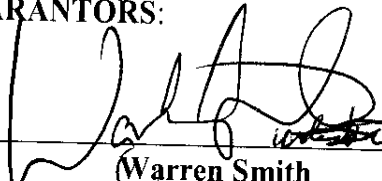
By: [Signature]  
Name: Warren Smith  
Title: Member

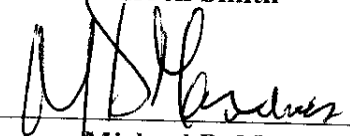
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only to Modification of Loan Docs of Dec 2008

GUARANTORS:

  
\_\_\_\_\_  
Warren Smith

  
\_\_\_\_\_  
Michael DeMar

Property of Cook County Clerk's Office



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STATE OF ILLINOIS     )  
                          *Lake*     ).ss  
COUNTY OF ~~COOK~~     )

I, Svetlana Likhiter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steve Brockland, Vice Pres. of **Midwest Bank and Trust Company**, an Illinois Banking Corporation, 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 such Vice Pres., as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of December, 2008.

Svetlana Likhiter  
Notary Public

My Commission Expires: 07-22-2011



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STATE OF ILLINOIS     )  
  ).ss  
COUNTY OF Lake     )

I Svetlana Likhter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Warren Smith, President of Fidelity Wes Builders, Inc.**, an Illinois corporation 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 such President, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of December, 2008.

Svetlana Likhter  
Notary Public

My Commission Expires: 07-22-2011



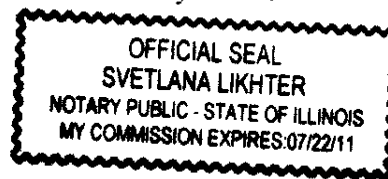
STATE OF ILLINOIS     )  
  ).ss  
COUNTY OF Lake     )

I Svetlana Likhter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Warren Smith, President of Fidelity Wes of Fairview Estates, Inc.**, an Illinois corporation, 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 such President, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of December, 2008.

Svetlana Likhter  
Notary Public

My Commission Expires: 07-22-2011



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STATE OF ILLINOIS )  
 ) .ss  
COUNTY OF Lake )

I Svetlana Likhter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Warren Smith, a Manager of Fidelity Wes of Hilltop LLC**, an Illinois limited liability company, 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 such Manager, as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of December, 2008.

Svetlana Likhter  
Notary Public

My Commission Expires: 07-22-2011



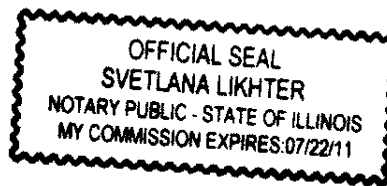
STATE OF ILLINOIS )  
 ) .ss  
COUNTY OF Lake )

I Svetlana Likhter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Warren Smith, President of Fidelity Wes of Eastgate Inc.**, an Illinois corporation, 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 such President, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of December, 2008.

Svetlana Likhter  
Notary Public

My Commission Expires: 07-22-2011





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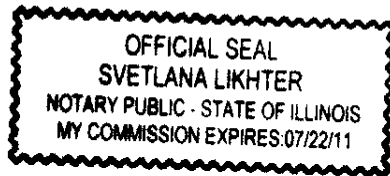
STATE OF ILLINOIS     )  
  ).SS  
COUNTY OF Lake     )

I Svetlana Likhter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Warren Smith, a Member of Ravenna Pod 3 LLC**, an Illinois limited liability company, 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 such Manager, as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of December, 2008.

Svetlana Likhter  
Notary Public

My Commission Expires: 07-22-2011



STATE OF ILLINOIS     )  
  ).SS  
COUNTY OF Lake     )

I Svetlana Likhter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Warren Smith**, individually, 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 26 day of December, 2008.

Svetlana Likhter  
Notary Public

My Commission Expires: 07-22-2011



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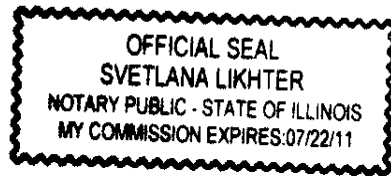
STATE OF ILLINOIS     )  
  ) .ss  
COUNTY OF Lake     )

I Svetlana Likhter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Michael DeMar**, individually, 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 26 day of December, 2008.

Svetlana Likhter  
Notary Public

My Commission Expires: 07-22-2011



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## EXHIBIT A-1

### THE FAIRVIEW PROPERTY

Single Family Units 1, 3, 4, 8, 9, 10 and 11 in Lot 1 and Single Family Units 17, 19, 22, 23 and 24 in Lot 2 in Fairview Estates, being a Subdivision of the West half of the Southeast quarter of Section 33, Township 43 North, Range 11, and being a Resubdivision of Lots 1, 2, 3 and 4 in Prairie View Acres Subdivision in the Southeast quarter of Section 33, Township 43 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded July 22, 2005 as Document #5821192, as shown on Exhibit "E" to the Declaration of Covenants, Conditions, Restrictions and Easements dated March 1, 2006 and recorded March 1, 2006 as Document 59550 (9), in Lake County.

Permanent Index Numbers(s): 15-33-402-115 (Lot1); 15-33-402-117 (Lot 3);  
 15-33-402-118 (Lot 4); 15-33-402-122 (Lot 8);  
 15-33-402-123 (Lot 9); 15-33-402-124 (Lot 10);  
 15-33-402-125 (Lot 11); 15-33-401-099 (Lot 17);  
 15-33-401-101 (Lot 19); 15-33-401-103 (Lot 22);  
 15-33-401-104 (Lot 23); 15-33-401-105 (Lot 24)

Commonly Known As: SE corner of Weiland Rd & Pauline Ave., Buffalo Grove, IL

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## EXHIBIT A-2

### THE HILLTOP PROPERTY

Parcel 1: That part of Section 2 and of the Northeast Quarter of Section 3, Township 42 North, Range 10, East of the Third Principal Meridian described as follows, to-wit; Commencing at the Northwest corner of the Northwest Quarter of said Section 2; thence East along the North line of said Northwest Quarter of Section 2, a distance of 145 feet; thence Southerly on a line forming an angle of 91 degrees 47 minutes 30 seconds from East to South with the North line of said Northwest Quarter of Section 2, a distance of 306 feet; thence West parallel with the North line of said Northwest Quarter of Section 2, a distance of 16 feet; thence Southerly on a line forming an angle of 91 degrees 47 minutes 30 seconds from East to South with said line parallel with the North line of said Northwest Quarter of Section 2, a distance of 20 feet; thence West parallel with the North line of said Northwest Quarter of Section 2, a distance of 111.78 feet; thence Southwesterly on a line forming an angle of 24 degrees 18 minutes 30 seconds to the left with a prolongation of the last described course, a distance of 46.40 feet to a point 33 feet West of the East line and 345 feet South of the North line of said Northeast Quarter of Section 3; thence Southwesterly 42.75 feet to a point 60 feet West of the East line of said Northeast Quarter of Section 3; on a line 378 feet South of and parallel with the North line of said Northeast Quarter of Section 3; thence West along said line 378 feet South of and parallel with the North line of said Northeast Quarter of Section 3; a distance of 200 feet to a point 378 feet South of the North line of said Northeast Quarter on a line 260 feet West of and parallel with the East line of said Northeast Quarter of Section 3; thence North on said line 260 feet West of and parallel with the East line of said Northeast Quarter, a distance of 378 feet to the North line of said Northeast Quarter; thence East along said North line of the Northeast Quarter of Section 3, 260 feet to the Point of Beginning, in Cook County, Illinois.

Permanent Index Numbers: 02-02-100-004 and 02-03-200-001

Parcel 2: That part of the West Half of Government Lot 2 of the Northwest Quarter of Section 2 (being the Northwest Quarter of the Northwest Quarter of Section 2), Township 42 North, Range 10, East of the Third Principal Meridian, described as follows, to-wit: Beginning at a point in the North line of said Northwest Quarter of Section 2, 145.0 feet East of the Northwest corner of said Section 2; thence Southerly on a line forming an angle of 91 degrees 47 minutes 30 seconds from east to South with the North line of said Northwest Quarter a distance of 306.0 feet; thence Westerly on a line parallel with the North line of said Northwest Quarter, a distance of 16.0 feet; thence Southerly on a line parallel with the first described line, and said line extended South, a distance of 104.0 feet to the Point of Beginning of the hereinafter described parcel of land; thence continuing Southerly on the last described line, a distance of 90.0 feet; thence Easterly on a line parallel with the North line of said Northwest Quarter, a distance of 51.0 feet; thence Northerly on a line parallel with the first described line, and said line extended South, a distance of 90 feet; thence Westerly on a line parallel with the North line of said Northwest Quarter, a distance of 51.0 feet to the Point of Beginning of the parcel of land described above, in Cook County, Illinois.

Permanent Index Number: 01-02-100-012 (affects property in question and other property)

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Parcel 3:

That part of the West Half of Government Lot 2 of the Northwest Quarter of Section 2 (being the Northwest Quarter of the Northwest Quarter of Section 2), Township 42 North, Range 10, East of the Third Principal Meridian, described as follows, to-wit: Beginning at a point in the North line of said Northwest Quarter of Section 2, 145.0 feet East of the Northwest corner of said Section 2; thence Southerly on a line forming an angle of 91 degrees 47 minutes 30 seconds from East to South with the North line of said Northwest Quarter, a distance of 306.0 feet to the Point of Beginning of the hereinafter described parcel of land; thence Westerly on a line parallel with the North line of said Northwest Quarter, a distance of 16.0 feet; thence Southerly on a line parallel with the first described line and said line extended South, a distance of 104.0 feet; thence Easterly on a line parallel with the North line of said Northwest Quarter, a distance of 51.0 feet; thence Northerly on a line parallel with the first described line, and said line extended South, a distance of 104.0 feet; thence Westerly on a line parallel with the North line of said Northwest Quarter, a distance of 35.0 feet to the Point of Beginning of the parcel of land described above, in Cook County, Illinois.

Permanent Tax Index Number: 02-02-100-012 (affects property in question and other property)

Parcel 4: That part of the West Half of Government Lot 2 of the Northwest Quarter of Section 2 (being the Northwest Quarter of the Northwest Quarter of Section 2), Township 42 North, Range 10, East of the Third Principal Meridian described as follows, to-wit: Beginning at a point in the North line of said Northwest Quarter of Section 2, 145.0 feet East of the Northwest corner of said Section 2; thence Southerly on a line forming an angle of 91 degrees 47 minutes 30 seconds from East to South with the North line of said Northwest Quarter, a distance of 306.0 feet to the Point of Beginning of the hereinafter described parcel of land, thence Easterly on a line parallel with the North line of said Northwest Quarter, a distance of 28.0 feet; thence Northerly on a line parallel with the first described line, a distance of 66.75 feet; thence Westerly on a line parallel with the North line of said Northwest Quarter, a distance of 28.0 feet to the first described line; thence Southerly on said first described line, a distance of 66.75 feet to the point of Beginning of the parcel of land described above, in Cook County, Illinois.

Permanent Index Number 02-02-100-012 (affects property in question and other property)

Parcel 5: That part of the Northwest Quarter of Section 2 and of the Northeast Quarter of Section 3, Township 42 North, Range 10, East of the Third Principal Meridian, as described as follows, to-wit: Commencing at a point 326 feet South of the North line of said Northwest Quarter of Section 3, on a line drawn from a point on the North line of said Northwest Quarter which is 129.0 feet East of the Northwest corner thereof and forming an angle of 91 degrees 47 minutes 30 seconds from East to South with the said North line; thence Southerly on a continuation of the last described line, a distance of 174.0 feet to a point 116.65 feet East of the West line of said Northwest Quarter, measured on a line parallel with the North line of said Northwest Quarter of Section 2; thence Southwesterly 190.80 feet to a point on the West line of said Northwest Quarter of Section 2 which is 650.0 feet South of the Northwest corner thereof; thence South along the Section line between Sections 2 and 3, for a distance of 10.0 feet to the

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South line of the North 660.0 feet of the Northeast Quarter of said Section 3; thence West along the South line of the North 660.0 feet of the Northeast Quarter of said Section 3, for a distance of 45.82 feet; thence Northeasterly 107.66 feet to the intersection of a line 20 feet East of and parallel with the West line of the Northwest Quarter of said Section 2 with a line 30 feet Northwesterly, measured at right angles, of said line drawn from a point 116.65 feet East of the West line of the Northwest Quarter of Section 2 on a line 500.00 feet South of the North line of said Northwest Quarter, measured on a line forming an angle of 91 degrees 47 minutes 30 seconds from East to South with the said North line of the Northwest Quarter to a point in the West line of said Northwest Quarter of Section 2, 650.0 feet South of the Northwest corner thereof; thence North parallel with and 20 feet East of the West line of said Northwest Quarter of Section 2, a distance of 150.47 feet to a line 424.70 feet South of and parallel with the North line of the Northeast Quarter of said Section 3 and said line extended East; thence West along said line 424.70 feet South of and parallel with the North line of the Northeast Quarter of said Section 3, a distance of 280.0 feet to a line 260 feet West of and parallel with the East line of said Northeast Quarter of Section 3; thence North along said line parallel with the East line of said Northeast Quarter, a distance of 46.70 feet to a point 378.0 feet South of the North line of said Northeast Quarter; thence East parallel with the North line of said Northeast Quarter of Section 3, a distance of 200.0 feet; thence Northeasterly 42.75 feet to a point 33 feet West of the East line and 345.0 feet South of the North line of said Northeast Quarter of Section 3; thence Northeasterly 46.40 feet to a point 111.78 feet West of the point of beginning on a line drawn parallel with the North line of the Northwest Quarter of Section 2; thence East along said line parallel with the North line of said Northwest Quarter of Section 2, a distance of 111.78 feet to the Point of Beginning, in Cook County, Illinois.

Permanent Index Numbers: 02-02-100-005 and 02-02-200-003

Parcel 6: That part of the Northwest Quarter of Section 2 and of the Northeast Quarter of Section 3, Township 42 North, Range 10, East of the Third Principal meridian, described as follows, to wit:

Commencing at a point 424.70 feet South of the North line of said Northeast Quarter of Section 3 on a line 260.0 feet West of and parallel with the East line of said Northeast Quarter; thence East on a line parallel with the North line of said Northeast Quarter of Section 3 and said line extended, a distance of 280.0 feet to a point 20 feet East of the West line of the Northwest Quarter of said Section 2; thence South parallel with the West line of said Northwest Quarter of Section 2, a distance of 150.47 feet to an intersection with a line 30.0 feet Northwest, as measured at right angles of a line drawn from a point 116.65 feet East of the West line of said Northwest Quarter of Section 2; on a line 500 feet South of the North line thereof, as measured on a line forming an angle of 91 degrees 47 minutes 30 seconds from East to South with the North line of said Northwest Quarter to a point on the West line of said Northwest Quarter of Section 2, which is 650.0 feet South of the Northwest corner thereof; thence Southwesterly 107.66 feet to a point on the South line of the North 660.0 feet of the Northeast Quarter of said Section 3, which is 45.82 feet West of the East line of said Northeast Quarter of said Section 3; thence West along the South line of the North 660.0 feet of the Northeast Quarter of said Section 3, for a distance of 214.18 feet to a line 260.0 feet west of and parallel with the East line of the Northeast Quarter of said Section 3; thence North along said line parallel with the East line of the

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Northeast Quarter along said line parallel with the East line of the Northeast Quarter of section 3, a distance of 235.30 feet to the Point of Beginning, in Cook County, Illinois.

Permanent Index Numbers: 02-03-200-007 and 02-02-100-006

Parcel 7: That part of the North Half of the Northeast Quarter of Section 3, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows, to-wit: Commencing at a point on the East line of the North Half of the Northeast Quarter of said Section 2, 660 feet South of the Northeast Quarter aforesaid; thence South 00 degrees 00 minutes 00 seconds West, 330.17 feet; thence South 89 degrees 42 minutes 00 seconds West, 110.0 feet; thence North 00 degrees 00 minutes 00 seconds East, 320.17 feet; thence North 89 degrees 42 minutes 00 seconds East, 110.0 feet to the Point of Beginning, in Cook County, Illinois.

Permanent Index Number: 02-03-200-008

Commonly Known As: 135 East Lake Cook Road, Palatine, IL

Property of Cook County Clerk's Office

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## EXHIBIT A-3

### THE EASTGATE PROPERTY

Lots 1, 3, 6, 7, 8 and 9 in Eastgate Estates, being a Subdivision of part of the East half of the North half of the Northwest quarter of Section 29, Township 43 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded November 7, 2007 as Document No. 6267260, in Lake County, Illinois

Permanent Index Numbers(s): 15-29-101-021; 15-29-101-022; 15-29-101-023;  
15-29-101-025; 15-29-101-029; 15-29-101-030

Commonly Known As: Eastgate Subdivision, Long Grove, IL

Property of Cook County Clerk's Office



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## EXHIBIT A-4

### THE RAVENNA PROPERTY

Parcel 1: Lot 5 of Planned Unit Development Ravenna East One, being a Resubdivision of part of Government Lot 1, in the Southwest  $\frac{1}{4}$  of Section 6, township 43 North, Range 11, East of the Third Principal Meridian, according to the Plat of said Planned Unit Development Ravenna East One recorded July 6, 2005 as Document Number 5811240, Certificate of correction recorded August 2, 2005 as Document Number 5827925, all in Lake County, Illinois

Parcel 2: Lots 40, 41, 44, 45, 53, 57, 58, 60, 62, 65, 66 and 67 of Ravenna East Three, being a Resubdivision of part of Government Lots 1 & 2 and part of Lot 11 in Union NO. 1 Braeburn – West in the Southwest  $\frac{1}{4}$  of Section 6, township 43 North, Range 11, East of the Third Principal Meridian, according to the Plat of said Ravenna East One recorded July 6, 2005 as Document Number 5811242, in Lake County, Illinois

Permanent Index Number(s): 15-06-305-025 (Lot 5); 15-06-305-146 (Lot 40);  
 15-06-305-147 (Lot 41); 15-06-305-139 (Lot 44);  
 15-06-305-138 (Lot 45); 15-06-305-130 (Lot 53);  
 15-06-305-126 (Lot 57); 15-06-305-127 (Lot 58);  
 15-06-305-122 (Lot 60); 15-06-305-120 (Lot 62);  
 15-06-305-113 (Lot 65); 15-06-305-116 (Lot 66);  
 15-06-305-117 (Lot 67)

Commonly Known As: Ravenna Subdivision, Long Grove, IL