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THIS DOCUMENT PREPARED BY
AND UPON RECORDING IS TO
BE RETURNED TO:
THOMAS P. DUFFY
WILDMAN, HARROLD, ALLEN
& DIXON
225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606



Doc#: 0911131119 Fee: \$84.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/21/2009 04:04 PM Pg: 1 of 25

STEWART TITLE COMPANY
Commercial Division
2 N. LaSalle St., Suite 1400
Chicago, IL 60602
312-843-4400

SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, CONSTRUCTION MORTGAGE AND SECURITY AGREEMENT AND LOAN DOCUMENTS

This Second Amendment ("Second Amendment") is made as of April 15, 2008 ("Effective Date"), and is by and between HURON HUDSON LLC, an Illinois limited liability company ("Borrower") and COLE TAYLOR BANK, an Illinois banking corporation ("Lender").

RECITALS:

A. Pursuant to that certain Construction Loan Agreement (the "Loan Agreement") dated as of April 3, 2006, by and between Borrower and Lender, Lender made a loan (the "Loan") to Borrower in the amount of Thirty Million and No/100 Dollars (\$30,000,000.00).

B. In connection with the Loan, Borrower executed and delivered to Lender a Revolving Note (the "Original Note") dated as of April 3, 2006, in the original principal amount of Thirty Million and No/100 Dollars (\$30,000,000.00), the proceeds of which were made available to Borrower, subject to the limitations set forth in the Loan Agreement, on a revolving credit basis for construction of the Project on the Mortgaged Premises in accordance with the Plans.

C. The Loan is secured by the loan documents (the "Loan Documents") listed on attached Exhibit A, which are a lien upon and encumber the property described on attached Exhibit B (the "Mortgaged Premises"), including without limitation, that certain Revolving Construction Mortgage and Security Agreement dated as of April 3, 2006, executed by Borrower in favor of Lender, which was recorded with the Recorder of Deeds for Cook County, Illinois on May 4, 2006, as Document No. 0612431015, encumbering the Mortgaged Premises and Collateral Assignment of Rents and Leases dated as of April 3, 2006, executed by Mortgagor in favor of Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on May 4, 2006, as Document No. 0612431016 encumbering the Mortgaged Premises, each of

1 of 2
STC 470644 wpr

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which were amended by that certain Amendment to Construction Loan Agreement, Construction Mortgage and Security Agreement and Loan Documents (the "Amendment") dated as of June 1, 2007, which was recorded with the Recorder of Deeds for Cook County, Illinois on June 6, 2007, as Document No. 0715739144. All capitalized terms used in this Second Amendment shall have the same meaning as such terms are used in the Loan Documents, except and to the extent as otherwise defined herein.

D. Pursuant to the Amendment, the Loan is currently evidenced by an Amended and Restated Note (the "June 2007 Note") dated as of June 1, 2007, in the original principal amount of Thirty-Eight Million and No/100 Dollars (\$38,000,000.00), which has a Maturity Date of April 15, 2008, which June 2007 Note superseded and replaced the Original Note.

E. As of April 15, 2008, the outstanding principal balance of the June 2007 Note is \$6,646,168.53 ("Outstanding Principal Balance") with a balance available at that date for disbursement of \$176,052.35 in accordance with the terms and provisions of the Loan Agreement, as hereby amended.

F. Borrower and Lender desire to amend the Loan Documents to provide for:

- (i) renewal of the Outstanding Principal Balance;
- (ii) an additional advance in the amount of One Million Twenty-Five Thousand and No/100 Dollars (\$1,025,000.00) (the "Additional Advance"), which Additional Advance shall be available in accordance with the terms and provisions of the Loan Agreement, as hereby amended; and
- (iii) extension of the Maturity Date of the Loan to April 15, 2009.

G. Borrower and Lender deem it to be in their best interests to modify the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree acknowledge and agree as follows:

1. The Recitals are hereby incorporated into and shall become part of this Second Amendment.

2. Concurrent with the execution and delivery of this Second Amendment:

A. Borrower shall execute and deliver to Lender a Second Amended and Restated Note (the "June 2008 Note") dated as of the date hereof in the original principal amount of Seven Million Eight Hundred Forty Seven Thousand Two Hundred Twenty and 93/100 Dollars (\$7,847,220.93) payable to the order of Lender, in the form attached hereto as Exhibit C, the terms of which are hereby incorporated by reference herein. The June 2008 Note shall evidence the Loan, as hereby modified, and the indebtedness, liabilities and obligations of Borrower in favor of Lender under the June 2007 Note in the

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amount of \$6,822,220.93, which indebtedness, liabilities and obligations Borrower hereby confirms, reaffirms and restates. The June 2008 Note and the indebtedness evidenced thereby, also include the Additional Advance, which Additional Advance shall be available to Borrower to pay for the costs of construction of the Project pursuant to the terms of the Loan Documents, as amended by this Second Amendment. The June 2008 Note shall supersede, renew and replace the June 2007 Note and shall be secured by and entitled to all of the benefits of the Loan Documents.

B. Each Guarantor shall execute and deliver to Lender a Reaffirmation of Guaranty and Environmental Indemnity Agreement, which shall be in form and substance acceptable to Lender.

C. Borrower shall concurrently herewith deliver to Lender the items which are referred to on the Document Checklist attached hereto as Exhibit D, which shall be in form and substance satisfactory to Lender, as a condition precedent to the modification of the Loan as provided above.

3. Each reference in the Loan Documents to the June 2007 Note is hereby deleted and in its place is inserted reference to the June 2008 Note, which June 2008 Note now evidences the Loan, as hereby modified and the Additional Advance, and is and shall be secured by the Loan Documents.

4. Notwithstanding anything to the contrary contained in any of the Loan Documents, the Maturity Date of the Loan is hereby extended from April 15, 2008 to April 15, 2009. All references in the Loan Documents to the Maturity Date of the Loan of "April 15, 2008" are hereby deleted in their entirety and the Maturity Date of the Loan of "April 15, 2009" shall be inserted in the Loan Documents in lieu thereof.

5. The Budget attached to the Loan Agreement as Exhibit B is hereby deleted and in its place is inserted the Revised Budget attached hereto as Exhibit E. All references in the Loan Documents to the Budget shall be deemed to be references to the Revised Budget attached hereto as Exhibit E.

6. In addition to all other payments due from Borrower to Lender under the Loan Documents, in consideration for Lender modifying the Loan pursuant to this Second Amendment, Lender has earned a loan service fee of Ten Thousand Two Hundred Fifty and No/100 Dollars (\$10,250.00), which has been fully earned by Lender and shall be payable by Borrower to Lender concurrent with the execution and delivery of this Second Amendment.

7. Any notice required to be given to Lender pursuant to the terms of the Loan Documents shall be in writing and shall be sent to Lender pursuant to the terms of the Loan Documents as follows:

Cole Taylor Bank
225 West Washington Street, Ninth Floor
Chicago Illinois 60606
Attn: Real Estate Banking Group

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8. Borrower shall pay all of Lender's costs and expenses in connection with this Second Amendment, including without limitation, all of Lender's attorneys' fees, costs and expenses.

9. Borrower hereby acknowledges that the Loan Documents are in full force and effect in accordance with their terms as hereby reaffirmed and modified. Borrower hereby acknowledges that Borrower's obligations, covenants and agreements under the Loan Documents are not diminished, discharged or adversely affected by this Second Amendment or any action or inaction taken by Lender in connection with the Loan, as amended. Borrower hereby agrees that all of Borrower's covenants, agreements, representations, warranties, liabilities and obligations as set forth in the Loan Documents as hereby amended are hereby incorporated by reference herein and apply to the Loan, as amended. Borrower represents and warrants that no Event of Default has occurred under any of the Loan Documents, and Borrower hereby reaffirms all of its representations, covenants, agreements and obligations under each of the Loan Documents, as hereby amended, which shall continue to secure Borrower's obligations under the Loan.

10. All references to the Loan Documents, or any of them, shall be deemed to be a reference to such Loan Documents as hereby amended.

11. This Second Amendment may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Except and to the extent specifically modified herein, the terms and provisions of the Loan Documents, as hereby amended, shall remain in full force and effect.


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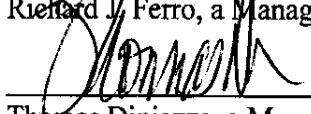
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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

BORROWER:

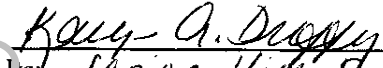
HURON HUDSON LLC, an Illinois limited liability company

By: 
Richard J. Ferro, a Managing Member

By: 
Thomas Dipiazza, a Managing Member

LENDER:

COLE TAYLOR BANK, an Illinois banking corporation

By: 
Its: Senior Vice President

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STATE OF ILLINOIS

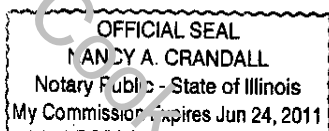
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Richard J. Ferro and Thomas Dipiazza, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managing Members of Huron Hudson LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own 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 official seal this 30th day of June, 2008.

Nancy A. Crandall
Notary Public

My Commission Expires:



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STATE OF ILLINOIS

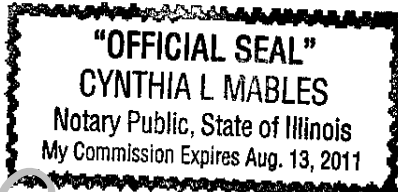
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that KARYN A DUFFY personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SENIOR Vice President of COLE TAYLOR BANK, an Illinois banking corporation, appeared before me and acknowledged that SNF signed and delivered the said instrument as HER own free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

JUNE GIVEN under my hand and notarial seal this 30th day of JUNE, 2008.

Cynthia L Mables
Notary Public

My Commission Expires: AUGUST 13, 2011



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EXHIBIT A LOAN DOCUMENTS

Construction Loan Agreement (the "Loan Agreement") dated as of April 3, 2006, by and between HURON HUDSON LLC, an Illinois limited liability company ("Borrower") and COLE TAYLOR BANK, an Illinois banking corporation ("Lender");

Revolving Note dated as of April 3, 2006, executed by Borrower payable to the order of Lender in the original principal amount of Thirty Million and No/100 Dollars (\$30,000,000.00);

Revolving Construction Mortgage and Security Agreement dated as of April 3, 2006, executed by Borrower in favor of Lender, which was recorded with the Recorder of Deeds for Cook County, Illinois on May 4, 2006, as Document No. 0612431015, encumbering the real estate legally described on Exhibit B attached hereto and made a part hereof (the "Mortgaged Premises");

Collateral Assignment of Rents and Leases dated as of April 3, 2006, executed by Mortgagor in favor of Mortgagee, which was recorded with the Recorder of Deeds for Cook County, Illinois on May 4, 2006, as Document No. 0612431016 ("Assignment of Rents") encumbering the Mortgaged Premises;

Security Agreement dated as of April 3, 2006, executed by Borrower in favor of Lender;

Environmental Indemnity Agreement dated as of April 3, 2006, executed by Borrower and Richard J. Ferro and Thomas Dipiazza (individually and collectively "Guarantor") in favor of Lender;

Guaranty of Payment and Performance dated as of April 3, 2006, executed by Guarantor to and for the benefit of Lender;

Collateral Assignment of Construction Contract and Permits dated as of April 3, 2006, executed by Borrower in favor of Lender and consented to on behalf of Power Construction Company, LLC;

Security Agreement and Collateral Assignment of Sales Contracts;

UCC Financing Statements;

Security Agreement (Operating Account) dated as of April 3, 2006, executed by Borrower in favor of Lender;

Security Agreement (Earnest Money Account) dated as of April 3, 2006, executed by Borrower in favor of Lender;

Amendment to Construction Loan Agreement, Construction Mortgage and Security Agreement and Loan Documents dated as of June 1, 2007, between Borrower and

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Lender which was recorded with the Recorder of Deeds for Cook County, Illinois on June 6, 2007, as Document No. 0715739114;

Amended and Restated Note dated as of June 1, 2007, in the original principal amount of Thirty-Eight Million and No/100 Dollars (\$38,000,000.00) executed by Borrower payable to the order of Lender; and

Reaffirmation of Guaranty and Environmental Indemnity Agreement dated as of June 1, 2007, executed by Guarantor to and for the benefit of Lender.

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Exhibit 3

Parcel 1: lots 1 to 8, both inclusive, in block 11 in Higgins Law and Company's Addition to Chicago in the East half of the Northwest Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, excepting therefrom the land set forth in the Declaration of Condominium ownership of the Residences at Hudson and Huron dated August 01, 2007 and recorded August 20, 2007 as document 0723215040, in Cook County, Illinois.

Parcel 2: The North half of the vacated alley vacated by Ordinance recorded July 23, 1964 as document 19193902, lying South of and adjoining said Lots 1 to 8, both inclusive and Block 11 in Higgins Law and Company's Addition to Chicago in the East half of the Northwest Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, excepting therefrom the land set forth in the Declaration of Condominium ownership of the Residences at Hudson and Huron dated August 01, 2007 and recorded August 20, 2007 as document 0723215040 in Cook County, Illinois.

Parcel 3: Easement for the benefit of Parcels 1, 2 and 4 for ingress and egress over the Northerly 3 feet of the South half of that portion of the vacated alley which lies North of the contiguous to Lots 21 to 28, both inclusive, in Block 11 in Higgins Law and Company's Addition to Chicago in the East half of the Northwest Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois as contained in the Reciprocal Grant of Easement recorded July 17, 1964 as document 19269468.

Parcel 4: Units 502, 507, 807, 901, 908, 910, 1007, 1012, 1101, 1107, 1112, 1201, 1203, 1207, 1301, 1304, 1312, 1401, 1404, 1405, 1406, 1502, 1504, 1507, 1508, 1509, 1510, 1512, 1602, P-1, P-3, P-5, P-6, P-7, P-17, P-24, P-27, P-28, P-31, P-52, P-33, P-37, P-40, P-45, P-52, P-62, P-65, P-67, P-73, P-74, P-76, P-84, P-85, P-93, P-111, P-112, P-114, P-115, P-121, P-123, P-127, P-128, P-129, P-133, P-138, P-142, P-143, P-144, P-145, P-146, P-147, P-148, P-149, P-150, P-151 together with its undivided percentage interest in the common elements in The Residences at Hudson and Huron Condominium as delineated and defined in the Declaration recorded as document number 0723215040, in the East half of the Northwest Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Less and except portions previously released in writing by Col. Taylor Bank.

Commonly known as: Portions of 451 West Huron, Chicago, Illinois

PINS: 17-09-123-000-0000 Volume 500 (Parcels 1, 2 and 4)

17-09-123-010-100)	17-09-123-010-1136	17-09-123-010-1201
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TAX PARCELS

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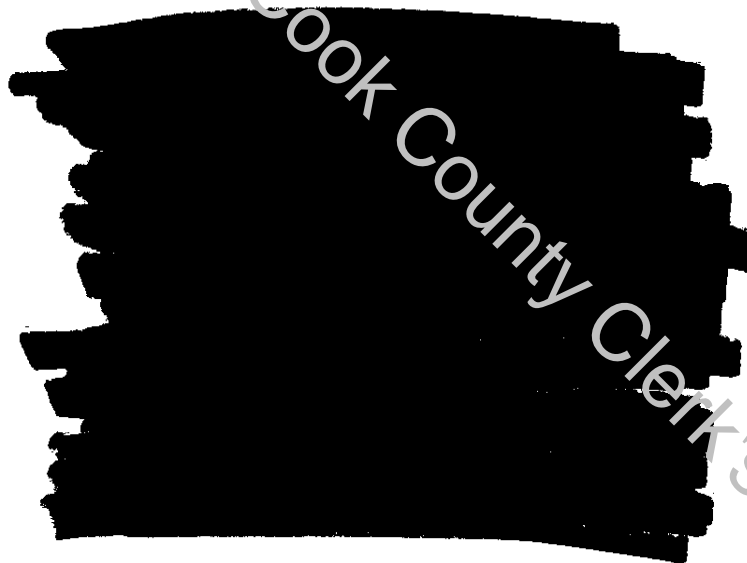
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EXHIBIT C SECOND AMENDED AND RESTATED NOTE

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UNOFFICIAL COPY**SECOND AMENDED AND RESTATED NOTE**

\$7,847,220.93

State of Illinois
April 15, 2008

1.1 Description of Parties. This Note is made by HURON HUDSON LLC, an Illinois limited liability company (hereinafter referred to as the "Borrower") and is payable to the order of COLE TAYLOR BANK, an Illinois banking corporation (hereinafter referred to as the "Lender") evidencing a loan (hereinafter referred to as the "Loan") from Lender to Borrower. This Note supersedes and replaces that certain Amended and Restated Note dated as of June 1, 2007 (the "June 2007 Note"), executed by Borrower payable to the order of Lender in the principal amount of Thirty-Eight Million and No/100 Dollars (\$38,000,000.00). This Note evidences a renewal of the indebtedness due Lender under the June 2007 Note in the amount of \$6,822,220.93, which indebtedness is hereby confirmed, reaffirmed and restated by Borrower. This Note and the indebtedness evidenced hereby also includes a \$1,025,000.00 increase and additional advance of proceeds under the Loan as described in that certain Second Amendment to Construction Loan Agreement, Construction Mortgage and Security Agreement and Loan Documents (the "Second Amendment") dated as of the date hereof between Borrower and Lender.

1.2 Payment.

FOR VALUE RECEIVED, Borrower hereby promises to pay on or before April 15, 2009 ("Maturity Date") in lawful money of the United States of America to the order of Lender the principal amount of SEVEN MILLION EIGHT HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED TWENTY AND 93/100 DOLLARS (\$7,847,220.93) ("Principal Sum"), together with interest on the principal balance of this Note remaining from time to time unpaid (the "Principal Balance") at the Loan Rate (hereinafter defined) as follows:

Interest only on the Principal Balance of this Note shall be computed from the date of this Note at the Loan Rate (hereinafter defined) and shall be paid monthly in arrears commencing on the first day of July, 2008, and thereafter on the first day of each succeeding month through and including the Maturity Date. A final balloon payment of all of the Principal Balance hereunder and unpaid interest accrued thereon shall become due, if not sooner paid or due by acceleration or otherwise, on the Maturity Date. Notwithstanding the foregoing, after maturity of this Note or upon the occurrence and continuation of an Event of Default (hereinafter defined), the interest rate on the Principal Balance of this Note shall be increased to the Default Rate (hereinafter defined) until this Note is fully paid.

The time is hereby extended for the payment of any monthly payment or for performance of any act or for the exercise of any right if the due date thereof falls on a Saturday, Sunday or any other day which is not a business day of Lender. Such payment shall be made or act performed or

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right exercised on the next succeeding business day of Lender with the same force and effect as if done on the nominal dates provided in this Note.

1.3 Interest.

(a) Prime Rate Defined. The "Prime Rate" as used herein shall mean that rate determined from time to time by Lender as its Prime Rate and, in determining interest payable hereon, interest shall be adjusted from time to time as and on the date change is effected in the Prime Rate. The Prime Rate does not purport to be the most favorable rate offered by Lender to its borrowers. The written statement or notice from Lender as to what the Prime Rate was on any given date shall be conclusive and in the event that Lender should cease to determine a Prime Rate, the Prime Rate announced by any other Chicago bank selected by Lender shall be an acceptable substitute therefore. Any change in the Loan Rate due to a change in the Prime Rate shall take effect on the date of such change in the Prime Rate.

(b) Default Rate Defined. The "Default Rate" as used herein shall mean the Loan Rate plus five percent (5%) per annum.

(c) Loan Rate Defined. The "Loan Rate" as used herein shall mean the Prime Rate plus one-quarter of one percent (1/4 of 1%) per annum.

(d) Interest Rate Computation. All interest calculated hereunder shall be computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months and calculated for the actual number of days elapsed.

(e) Application of Payments. All payments made hereunder shall be applied first to the payment of accrued interest and the remainder, if any, shall be applied to the Principal Balance.

(f) Late Charge. In the event any payment due under this Note is not paid on or before ten (10) days after the date such payment is due, Borrower shall pay Lender a "late charge" of five cents (\$.05) for each dollar so overdue or Twenty-Five and No/100 Dollars (\$25.00), whichever is greater. The late charge shall be due and payable with the next payment due hereunder.

2.1 Description of Security. The payment of this Note is secured by:

(a) Construction Loan Agreement dated as of April 3, 2006 by and between Borrower and Lender, as amended by that certain Amendment to Construction Loan Agreement, Construction Mortgage and Security Agreement and Loan Documents (the "Amendment") dated as of June 1, 2007, between Borrower and Lender and as further amended by the Second Amendment (as amended, the "Construction Loan Agreement"). The Amendment and the Second Amendment are hereinafter individually and collectively referred to as the Loan Amendments.

(b) Revolving Construction Mortgage and Security Agreement dated as of April 3, 2006 executed by Borrower, as Mortgagor, in favor of Lender, as Mortgagee, encumbering the property legally described therein (the "Mortgaged Premises") and recorded

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with the Recorder of Deeds of Cook County, Illinois on May 4, 2006, as Document No. 0612431015 (as amended by the Loan Amendments, the "Mortgage");

(c) Collateral Assignment of Rents and Leases dated as of April 3, 2006 executed by Borrower, as Assignor, in favor of Lender, as Assignee, encumbering the Mortgaged Premises and recorded with the Recorder of Deeds of Cook County, Illinois on May 4, 2006, as Document No. 0612431016, as amended by the Loan Amendments;

(d) Security Agreement dated as of April 3, 2006 executed by Borrower, as Debtor in favor of Lender, as Secured Party;

(e) Guaranty of Payment and Performance dated as of April 3, 2006 executed by Richard J. Ferro and Thomas Dipiazza (individually and collectively, "Guarantor") to and for the benefit of Lender, as reaffirmed by that certain Reaffirmation of Guaranty and Environmental Indemnity Agreement dated as of June 1, 2007, by Guarantor to and for the benefit of Lender and as further reaffirmed by that certain Reaffirmation of Guaranty dated as of April 15, 2008, by Guarantor to and for the benefit of Lender (together, the "Reaffirmations");

(f) Environmental Indemnity Agreement dated as of April 3, 2006 executed by Borrower and Guarantor in favor of Lender, as reaffirmed by the Reaffirmations;

(g) Collateral Assignment of Contract and Contractor's Permits dated as of April 3, 2006 executed by Borrower in favor of Lender, as amended by the Loan Amendments;

(h) UCC Financing Statements with Borrower, as Debtor, as amended by the Loan Amendments;

(i) Security Agreement and Collateral Assignment of Sales Contracts dated as of April 3, 2006 executed by Borrower in favor of Lender, as amended by the Loan Amendments;

(j) Security Agreement (Operating Account) dated as of April 3, 2006 executed by Borrower in favor of Lender, as amended by the Loan Amendments;

(k) Security Agreement (Earnest Money Account) dated as of April 3, 2006 executed by Borrower in favor of Lender, as amended by the Loan Amendments,

and other collateral documents delivered in connection with this Note, together with any amendments, modifications, renewals and replacements thereof and any and all other instruments now or hereinafter given to Lender (the "Loan Documents").

2.2 Prepayment. The Principal Balance and any accrued interest may be prepaid in its entirety or partially prepaid at any time without a prepayment penalty.

If any funds are received and applied on account of this Note by the Lender pursuant to its rights under the Loan Documents, it shall be applied pursuant to Paragraph 1.3(e) above. The payments under Paragraph 1.2 above shall continue on the Principal Balance until said Principal Balance has been repaid in full.

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2.3 Place of Payment. The payments of all amounts due under the Loan Documents shall be made at the office of Lender at 225 West Washington Street, 9th Floor, Chicago Illinois 60606 or such other place as Lender may from time to time designate in writing.

3.1 Events of Default. If the occurrence of any one or more of the following events ("Events of Default") shall occur:

(a) failure to make payment on or before five (5) days after the date any payment of principal or interest is due hereunder;

(b) failure to make payment on or before five (5) days after the date any payment of principal or interest is due under that certain Note dated as of June 1, 2007, as amended, executed by Borrower payable to the order of Lender in the original principal amount of Four Million and No/100 Dollars (\$4,000,000.00) evidencing a loan (the "Subordinate Loan") in such principal amount made by Lender to Borrower;

(c) failure to perform or observe, within thirty (30) days after written notice from Lender to Borrower, any other covenant, promise or agreement contained herein; other than those described in subsections (a), (b), (d), (e), (f) and (g) of this Section 3.1; provided, however, that if such covenant, promise or agreement cannot be reasonably performed or observed within said thirty (30) day period, and Borrower has otherwise commenced such performance or observance within said thirty (30) day period and thereafter diligently pursues the same, then no Event of Default shall be deemed to exist hereunder, unless such failure materially and adversely affects the collateral security for the indebtedness evidenced hereby or the ability of Borrower to repay such indebtedness; further provided, in no event shall such extended cure period exceed ninety (90) days;

(d) the occurrence of an "Event of Default" (as defined in the other Loan Documents) under any of the other Loan Documents, the terms of which are hereby incorporated by reference herein;

(e) failure to make payment on or before five (5) days after the date when any payment of any indebtedness or obligation is due or owing from Borrower or Guarantor in favor of Lender;

(f) the occurrence of a Prohibited Transfer, as defined in the Mortgage, the terms of which are hereby incorporated by reference herein;

(g) the occurrence of an "Event of Default" (as defined in the documents evidencing and/or securing the repayment of the Subordinate Loan) under any of the documents evidencing and/or securing the Subordinate Loan, the terms of which are hereby incorporated by reference herein;

then, at any time thereafter, at the sole option of Lender, without further notice to Borrower, the Maturity Date shall be accelerated and the Principal Balance and all accrued interest thereon together with any other sums due under the Loan Documents shall become immediately due and payable without presentment, demand, notice or protest of any kind, all of which are expressly waived by the Borrower.

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3.2 Nature of Remedies. Lender's remedies under this Note and the Loan Documents, shall be cumulative and concurrent and may be pursued singly, successively, or together against Borrower and any guarantor of the Loan, the Mortgaged Premises or any portion or combination thereof, and Lender may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in Lender's sole discretion. Failure of Lender, for any period of time or on more than one occasion, to exercise its option to accelerate the maturity of this Note, or to give any notice required as a condition precedent to the occurrence of an Event of Default, shall not constitute a waiver of the right to exercise such option or give such notice at any time during the continued existence of the event or events giving rise to the Lender's ability to exercise such option or give such notice. Lender shall not by any other omission or act be deemed to waive any of its rights or remedies hereunder unless such waiver be in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver in connection with one event shall not be construed as continuing or as a bar to or waiver of any right or remedy in connection with a subsequent event. Lender, may without demand or notice, appropriate and apply toward any indebtedness or obligation due Lender from Borrower or any guarantor of the Loan any balances, credits, deposits, accounts, money or other property of Borrower or any guarantor of the Loan in the possession, custody or control of Lender.

3.3 Collection. Borrower promises and agrees to pay all costs of collection (including reasonable attorneys' fees) incurred or paid by Lender in enforcing this Note upon the occurrence of any Event of Default, whether or not suit is actually filed. All such costs, expenses and fees shall become immediately due and payable and shall bear interest at the Default Rate when paid or incurred by Lender.

3.4 Waivers, Consents, Etc. Borrower (a) waives and renounces any and all redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (b) waives presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (c) waives all notices in connection with the delivery and acceptance hereof; (d) waives any and all lack of diligence and delay in the enforcement of the payment hereof; (e) consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (f) consents to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such obligors or security shall not affect the liability of Borrower or any guarantor for the payment hereof.

3.5 Extensions. Except as herein provided, Borrower agrees that the time of payment of the Principal Balance or any accrued interest thereon or any part thereof may be extended from time to time without modifying or releasing the Mortgage or other Loan Documents or the liability of Borrower, any guarantor of the Loan or any other such parties, the right of recourse against Borrower, any guarantor of the Loan and such parties being hereby reserved by Lender.

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3.6 Governing Law/Venue. This Note shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for all disputes and claims may, at the sole election of Lender, be in the Circuit Court of Cook County, Illinois.

3.7 Waiver of Trial by Jury. THE UNDERSIGNED WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THIS NOTE OR UNDER ANY DOCUMENT SECURING THIS NOTE OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY BE DELIVERED IN THE FUTURE IN CONNECTION HEREWITH, OR (II) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

3.8 Names. As used herein, the term "Lender" shall also mean the subsequent holder or holders of this Note from time to time. Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. If there is more than one Borrower of this Note, the liability of the undersigned shall be joint and several.

3.9 Benefit of Lender. This Note shall inure to the benefit of the Lender and its successors and assigns and shall be binding upon Borrower and its successors and assigns.

3.10 Time of Essence. Time is of the essence of this Note.

3.11 Compliance With Applicable Law. Borrower agrees that the obligations evidenced by this Note constitute an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Section 1601, et seq. and said obligations constitute a business loan which comes within the purview of Section 4(1)(c) of "An Act in Relation to the Rule of Interest and Lending of Money," approved May 24, 1879, as amended, 815 ILCS 205/4(1)(c).

3.12 Severability. If any provision of this Note is held to be void or unenforceable, such provision, at the option of Lender, shall be deemed omitted and this Note, with such provision omitted, shall remain in full force and effect.

3.13 Lawful Interest. It being the intention of Lender and Borrower to comply with the applicable laws with regard to the interest charged hereunder, it is agreed that, notwithstanding any provision to the contrary in this Note or other Loan Documents, no such provision, including without limitation any provision of this Note providing for the payment of interest or other charges, shall require the payment or permit the collection of any amount ("Excess Interest") in excess of the maximum amount of interest permitted by law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness evidenced by this Note or by any extension or renewal hereof. If any Excess Interest is provided for, or is adjudicated to be provided for, in this Note or the other Loan Documents, then in such event:

- (a) the provisions of this paragraph shall govern and control;
- (b) Borrower shall not be obligated to pay any Excess Interest;

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(c) any Excess Interest that Lender may have received hereunder shall, at the option of Lender, be (i) applied as a credit against the Principal Balance due under this Note or accrued and unpaid interest thereon not to exceed the maximum amount permitted by law, or both, (ii) refunded to the Borrower, or (iii) any combination of the foregoing;

(d) the applicable interest rate or rates shall be automatically subject to reduction to the maximum lawful rate allowed to be contracted for in writing under the applicable governing usury laws, and this Note and the Loan Documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in such interest rate or rates; and

(e) Borrower shall not have any action or remedy against Lender for any damages whatsoever or any defense to enforcement of the Note or arising out of the payment or collection of any Excess Interest.

3.14 Notices. Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight express courier, freight prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

If to Lender:

Cole Taylor Bank
225 West Washington Street, 9th Floor
Chicago Illinois 60606
Attention: Real Estate Banking Group

with a copy to:

Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive
Suite 3000
Chicago, Illinois 60606 1229
Attention: Thomas P. Duffy, Esq.

If to Borrower:

Huron Hudson LLC
3611 South Normal
Chicago, Illinois 60609
Attention: Richard J. Ferro

with a copy to:

Lloyd E. Gussis, Esq.
2536 North Lincoln Avenue
Chicago, Illinois 60614

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Any such notice, demand, request or other communication shall be deemed given when personally delivered or if mailed three days after deposit in the mail or if delivered by a nationally recognized overnight express courier, freight prepaid, the next business day after delivery to such courier.

3.15 Headings. The various headings used in this Note as headings for sections or otherwise are for convenience and reference only and shall not be used in interpreting the text of the section in which they appear and shall not limit or otherwise affect the meanings thereof.

4.1 Incorporation by Reference. To the extent not inconsistent with the terms of this Note, the terms of the Loan Documents are incorporated herein and made a part hereof by reference.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Borrower has caused this Note to be executed and attested by its duly authorized representatives as of the day and year first above written.

HURON HUDSON LLC, an Illinois limited liability company

By: _____
Richard J. Ferro, a Managing Member

By: _____
Thomas Dipiazza, a Managing Member

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EXHIBIT D

COLE TAYLOR BANK
HURON HUDSON LLC
SECOND AMENDMENT TO LOAN

DOCUMENT CHECKLIST

RESPONSIBLE PARTY	LOAN DOCUMENTS	STATUS	RECEIVED
Lender	1. Second Amendment to Construction Loan Agreement, Construction Mortgage and Loan Documents		
Lender	2. Second Amended and Restated Note		
Lender	3. Reaffirmation of Guaranty		
Lender	4. Updated Appraisal		
Borrower	5. Updated Financial Statements and Tax Returns of Guarantors		
Borrower	6. Certificate of No Change - Articles of Organization and Operating Agreement		
Borrower	7. Certificate of Good Standing issued by Secretary of State		
Borrower	8. Certified Copy of LLC Resolutions		
Borrower	9. Endorsement to Title Policy covering recording of Amendment, Increasing Insurance and Extending Endorsements		
Borrower	10. ALTA Statement		
Borrower	11. Personal Undertaking (GAP)		

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RESPONSIBLE PARTY	LOAN DOCUMENTS	STATUS	RECEIVED
Borrower	12. Up-dated Borrower's Attorney's Opinion Letter		
Borrower	13. Payment of Loan Service Fee		
Borrower	14. Payment of Attorney's Fees		

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EXHIBIT E REVISED BUDGET

SEE ATTACHED

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UNOFFICIAL COPY**Huron Hudson LLC****BUDGET****Loan no. 0102194-0001;0002**

\$176,052.35 Available funds on Note 0001 6/30/2008
53,822.02 Available funds on Note 0002 6/30/2008
\$229,874.37 TOTAL funds to be used ONLY for interest on both loans.

\$229,874.37 interest Reserve

39,208.66 #0001 int. due for 5/1/08 (15,509.31) & 6/01/08 (23,699.35)

25,187.42 #0002 int. due for 5/1/08 (8,836.01) & 6/1/08 (16,351.41)

\$165,478.29 Balance of interest Reserve

\$1,025,000.00 Increase to Note 0001 Funds to be used to pay Power Const. & various contractors

185,349.00 Power Construction
 61,262.00 Ferro DiPiazza Inc.
 10,170.00 Ferro DiPiazza Inc.
 3,844.89 Ferro DiPiazza Inc.
 142,806.38 Complete Flooring
 43,326.00 Demos Painting
 17,798.81 AYA Kitchens
 4,520.00 Midwest Accoustical
 63,832.00 R&B Construction Inc.
 164,979.14 Grand Appliance
 27,247.00 Franks Mechanical
 26,663.00 D&P Mechanical
 31,899.00 Galaxy Electric
241,302.78 Ferro DiPiazza Inc.
\$1,025,000.00 TOTAL FINAL DRAW