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09/20/09 03:12 PM

Doc#: 0920422131 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/23/2009 03:12 PM Pg: 1 of 13

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SIXTH MODIFICATION OF LOAN DOCUMENTS

THIS SIXTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 10th day of July, 2009, but is effective as of July 1, 2009, by and among **PFC VENTURE II, L.L.C.**, an Illinois limited liability company ("Borrower"), **GEORGE J. CIBULA** ("Guarantor") and **BANK OF AMERICA, N.A.**, a national banking association, its successors and assigns, successor by merger to LaSalle Bank National Association ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of One Million Eight Hundred Twenty Five Thousand and 00/100 Dollars (\$1,825,000.00) as evidenced by a certain Mortgage Note dated July 15, 1999, in the principal amount of One Million Eight Hundred Twenty Five Thousand and 00/100 Dollars (\$1,825,000.00) made payable by Borrower to the order of Lender ("Original Note").

This document prepared by and after recording return to:

James J. Ginsburg, Esq.
Dykema
10 S. Wacker
Suite 2100
Chicago, Illinois 60606

Property Index Numbers and Common Address of Properties:

Please See Exhibit "A"

99010 363 0121
Stewart NTS

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B. The Loan is secured by, among other things, (i) that certain Mortgage dated July 15, 1999, from Borrower to Lender recorded in the Recorder of Deeds in Cook County, Illinois (the "Recorder's Office") on July 20, 1999, as Document No. 99689180 ("Mortgage"), which Mortgage encumbers the real properties and all improvements thereon legally described on Exhibit A hereto (collectively, the "Property"); (ii) that certain Assignment of Rents and Leases dated July 15, 1999, from Borrower to Lender and recorded in the Recorder's Office on July 20, 1999, as Document No. 99689181 (the "Assignment of Leases"); and (iii) certain other loan documents (the Original Note, the Note (as defined below), the Mortgage, the Assignment of Leases, the First Modification (as defined below), the Second Modification (as defined below), the Third Modification (as defined below), the Fourth Modification (as defined below), the Fifth Modification (as defined below), and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan is further secured by a Guaranty dated July 15, 1999, from Guarantor to Lender (the "Guaranty").

D. Pursuant to the terms and conditions of that certain Modification of Loan Documents dated July 11, 2002, by and between Borrower, Guarantor and Lender, and recorded in the Recorder's Office on July 26, 2002, as Document No. 0020821786 ("First Modification"), Lender made an additional loan to Borrower, which is referred to in the First Modification as the "2002 Loan". The "2002 Loan" was cross collateralized and cross defaulted with the Loan.

E. Pursuant to the terms and conditions of that certain Second Modification of Loan Documents dated July 10, 2005, by and between Borrower, Guarantor and Lender, and recorded in the Recorder's Office on October 4, 2005, as Document No. 0527710102 ("Second Modification"), the parties agreed, among other things, to extend the maturity date of the "2002 Loan" to October 10, 2005.

F. Pursuant to the terms and conditions of that certain Third Modification of Loan Documents dated October 10, 2005, by and between Borrower, Guarantor and Lender ("Third Modification"), the parties agreed, among other things, to further extend the maturity date of the "2002 Loan" to January 10, 2006.

G. Pursuant to the terms and conditions of that certain Fourth Modification of Loan Documents dated January 10, 2006, by and between Borrower, Guarantor and Lender, and recorded in the Recorder's Office on September 6, 2006, as Document No. 0624910143 ("Fourth Modification"), the parties agreed, among other things, to further extend the maturity date of the "2002 Loan" to April 10, 2006.

H. Prior to the execution and delivery of the Fifth Modification (as defined below), the "2002 Loan" was repaid in full.

I. Pursuant to the terms and conditions of that certain Fifth Modification of Loan Documents dated September 1, 2006, by and between Borrower, Guarantor and Lender, and recorded in the Recorder's Office on September 6, 2006, as Document No. 0624910144 ("Fifth

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Modification”), the Original Note was substituted, renewed, amended and replaced with that certain First Renewal Mortgage Note dated September 1, 2006, in the principal amount of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) made payable by Borrower to the order of Lender (“Note”).

J. Borrower desires to amend the Loan Documents in order to, among other things, (i) extend the Maturity Date (as defined in the Note) of the Note to July 1, 2010, (ii) modify the Loan Rate (as defined in the Note), and (iii) revise the Debt Service Ratio (as defined in the Mortgage).

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

1. **Maturity Date**. The Maturity Date of the Note is extended to July 1, 2010. Any reference in the Note, the Mortgage or any other Loan Document to the Maturity Date shall mean July 1, 2010.

2. **Principal and Interest Payments**. Section 3.1(a) of the Note is amended and restated in its entirety as follows:

“(a) Commencing on October 1, 2006, and on the first Business Day of each month thereafter through and including the month in which the Maturity Date occurs, Borrower shall pay to Lender a sum equal to all interest accrued on the principal balance outstanding hereunder from time to time.”

3. **Loan Rate**. Section 2.1 of the Note is deleted in its entirety and the following provision is inserted in lieu thereof:

2.1 Interest Prior to Default

(a) **BBA LIBOR Daily Floating Rate**. The unpaid principal balance of this Note from day to day outstanding which is not past due, shall bear interest at a fluctuating rate of interest per annum equal to the BBA LIBOR Daily Floating Rate plus Four Hundred (400) basis points per annum. The “BBA LIBOR Daily Floating Rate” shall mean a fluctuating rate of interest per annum equal to the British Bankers Association LIBOR Rate (“BBA LIBOR”), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by Lender from time to time) as determined for each Business Day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in Lender’s sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any

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reason, then the rate will be determined by such alternate method as reasonably selected by Lender. A “London Banking Day” is a day on which banks in London are open for business and dealing in offshore dollars. Interest shall be computed for the actual number of days which have elapsed, on the basis of a 360-day year. A “Business Day” shall mean any day on which Lender is open for business in Chicago, Illinois.

(b) Alternative Rates. If Lender determines that no adequate basis exists for determining the BBA LIBOR Daily Floating Rate or that the BBA LIBOR Daily Floating Rate will not adequately and fairly reflect the cost to Lender of funding the Loan, or that any applicable law or regulation or compliance therewith by Lender prohibits or restricts or makes impossible the charging of interest based on the BBA LIBOR Daily Floating Rate and Lender so notifies Borrower, then until Lender notifies Borrower that the circumstances giving rise to such suspension no longer exist, interest shall accrue and be payable on the unpaid principal balance of this Note from the date Lender so notifies Borrower until the Maturity Date of this Note (whether by acceleration, declaration, extension or otherwise) at a fluctuating rate of interest equal to the Prime Rate of Lender plus Four Hundred (400) basis points per annum. The term “Prime Rate” means, on any day, the rate of interest per annum then most recently established by Lender as its “prime rate.” Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by Lender to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that Lender may make various business or other loans at rates of interest having no relationship to such rate. Each time the Prime Rate changes, the per annum rate of interest on this Note shall change immediately and contemporaneously with such change in the Prime Rate. If Lender (including any subsequent holder of this Note) ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.”

4. **Prepayment**. Section 3.5 of the Note is deleted in its entirety and the following provision is inserted in lieu thereof:

“3.5 **Prepayment**. Borrower may prepay the principal balance of this Note, in full at any time or in part from time to time, without fee, premium or penalty, provided that: (a) no prepayment may be made which in Lender’s judgment would contravene or prejudice funding under any applicable permanent loan commitment or tri-party agreement or the like; (b) Lender shall have actually received from Borrower prior written notice of (i) Borrower’s intent to prepay, (ii) the amount of principal which will be prepaid (the “Prepaid Principal”), and (iii) the date on which the prepayment will be made; (c) each prepayment shall be in

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the amount of \$1,000 or a larger integral multiple of \$1,000 (unless the prepayment retires the outstanding balance of this Note in full); and (d) each prepayment shall be in the amount of 100% of the Prepaid Principal, plus accrued unpaid interest thereon to the date of prepayment, plus any other sums which have become due to Lender under the Loan Documents (as hereinafter defined) on or before the date of prepayment but have not been paid. If this Note is prepaid in full, any commitment of Lender for further advances shall automatically terminate.”

5. **Debt Service Coverage.** Section 39(c) of the Mortgage is deleted in its entirety and the following provision is inserted in lieu thereof:

“(c) As used herein, “Debt Service” shall equal the sum of all principal and interest payments due for any Quarter, assuming required monthly principal and interest payments that would be necessary to fully amortize the Loan over a thirty (30) year period at an interest rate equal to eight percent (8.0%) per annum.”

6. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has 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 Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

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7. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Stewart Title Guaranty Company to issue an endorsement to Lender's Title Insurance Policy No. M-9994-3144478 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

8. **Reaffirmation of Guaranty.** Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

9. **Extension Fee.** Concurrently with the execution and delivery of this Agreement and as a condition precedent to the effectiveness of the agreements contained herein, the Borrower shall pay to Lender a nonrefundable extension fee in the amount of Three Thousand Three Hundred Thirty and 00/100 Dollars (\$3,330.00).

10. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

11. **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 Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor 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

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with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor 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 Borrower, Guarantor 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) Any references to the "Note", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(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 Borrower's obligations under this Agreement.

12. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

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

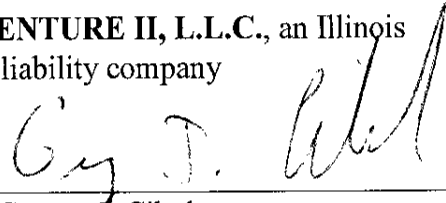
LENDER:

BANK OF AMERICA, N.A., a national banking association

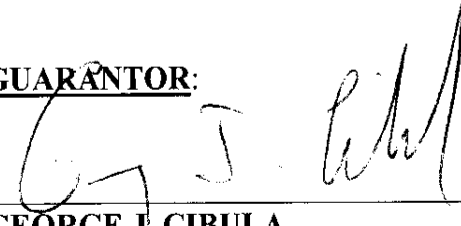
By: _____
Name: _____
Title: _____

BORROWER:

PFC VENTURE II, L.L.C., an Illinois limited liability company

By: 
Name: George J. Cibula
Title: Manager

GUARANTOR:



GEORGE J. CIBULA

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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:

BANK OF AMERICA, N.A., a national banking association

By: Darcy M. Barnes
Name: Darcy M. Barnes
Title: V.P.

BORROWER:

PFC VENTURE II, L.L.C., an Illinois limited liability company

By: _____
Name: George J. Cibula
Title: Manager

GUARANTOR:

GEORGE J. CIBULA

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Audrey Jackson, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Darcy Barnes, VP of Bank of America, N.A., a
national banking association, is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that he signed and delivered said instrument as his own free and voluntary act for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of July, 2009.

Audrey M. Jackson
Notary Public

My Commission Expires: 12/28/2012



STATE OF ILLINOIS)
) .ss
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that George J. Cibula, the Manager of PFC Venture II, L.L.C., 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 his own free and voluntary act for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of Bank of America, N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) .ss
COUNTY OF DuPage)

I Cathy Radek a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George J. Cibula, the Manager of PFC Venture II, L.L.C., 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 his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of July, 2009.

Cathy Radek
Notary Public

My Commission Expires: 11-15-12



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STATE OF ILLINOIS)
) .ss
COUNTY OF DuPage)

I Cathy Radek a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George J. Cibula, 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 5th day of July, 2009.

Cathy Radek
Notary Public

My Commission Expires 11-15-12



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EXHIBIT A

THE PROPERTY

(1025 Lunt)

Lots 8 and 9 in Block 7 in Centex-Schaumburg Industrial Park Unit 39, being a subdivision of that part of the North 1/2 of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1025 Lunt Avenue, Schaumburg, Illinois

PINs: 07-33-102-018 and 07-33-102-019

(706-712 Morse)

Lot 35 in Block 3 in Centex-Schaumburg Industrial Park Unit 116, being a subdivision in the North 1/2 of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on November 13, 1974 as Document Number LR 2783019, in Cook County, Illinois.

Common Address: 706-712 Morse Avenue, Schaumburg, Illinois

PIN: 07-33-202-064

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ID\JG - 019956/0999