



**This instrument prepared by
and please return to:**

**Polsinelli Shughart PC
180 North Stetson Avenue Suite 4525
Chicago, Illinois 60601-6733
Attention: Jennifer L. Worstell, Esq.**

Doc#: 0922329050 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/11/2009 12:20 PM Pg: 1 of 16

P.I.N.: Please see attached Exhibit A
COMMONLY KNOWN AS: Please see attached Exhibit A

FIRST AMENDMENT TO CROSS COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

The PrivateBank and Trust Company, an Illinois banking corporation (hereinafter "**Lender**"), and Robert P. Allen ("**Robert Allen**"), Evelyn W. Allen ("**Evelyn Allen**"), Lisa C. Allen ("**Lisa Allen**"), RPA Holdings, LLC, an Illinois limited liability company ("**RPA**"), Allen Realty and Builders, Inc., an Illinois corporation ("**ARB**"), U.S. Bank National Association, as successor trustee to Firststar Bank, N.A., formerly known as Firststar Bank Illinois, as trustee ("**Trustee**") under Trust No. 7199 dated January 11, 1999 ("**Trust**") and Allen Land Development Corporation, an Illinois corporation ("**Beneficiary**"), hereby enter into the following First Amendment to Cross-Collateralization and Cross-Default Agreement (hereinafter the "**Agreement**"). Robert Allen, Evelyn Allen, Lisa Allen RPA, ARB, Trustee and Beneficiary are sometimes collectively referred to herein as "Obligors." This Agreement amends that certain Cross-Collateralization and Cross-Default Agreement dated as of March 31, 2009 and recorded with the Cook County Recorder of Deeds on April 3, 2009 as Document No. 0909316077.

RECITALS

The parties hereto hereby acknowledge that:

1. Robert Allen and Lisa Allen hold fee simple title to the real estate commonly known as 801 N. Park Avenue, River Forest, Illinois ("**Parcel No. 1**"), which is legally described on **Exhibit A** attached hereto.

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2. RPA holds fee simple title to the real estate commonly known as 1051 Madison Street, Oak Park, Illinois (“**Parcel No. 2**”) and 1430 Jackson, River Forest, Illinois (“**Parcel No. 9**”), which are legally described on **Exhibit A** attached hereto.

3. Robert Allen holds fee simple title to the real estate commonly known as 7-9 Park Avenue, River Forest, Illinois (“**Parcel No. 3**”), 1238 S. Elgin, Forest Park, Illinois (“**Parcel No. 4**”), 519 Woodbine, Oak Park, Illinois (“**Parcel No. 5**”) and 6933 Stanley, Berwyn, Illinois (“**Parcel No. 6**”), which are legally described on **Exhibit A** attached hereto.

4. Trustee holds fee simple title to the real estate commonly known as 553 N. Marion Street, Oak Park, Illinois (“**Parcel No. 7**”), which is legally described on **Exhibit A** attached hereto.

5. Evelyn Allen holds fee simple title to the real estate commonly known as 407-409 N. Maple, Oak Park, Illinois (“**Parcel No. 8**”), which is legally described on **Exhibit A** attached hereto.

6. Obligor has borrowed the aggregate principal amount of \$4,516,466.23 from Lender as described herein, in addition to other amounts not described herein and borrowed by Obligor and their affiliates from Lender, under the terms of six (6) loans (hereinafter the “**Loans**”), described, evidenced and secured as follows:

A. a loan in the original note amount of \$1,870,000.00 (“**801 Park Loan**”) evidenced by a Promissory Note executed by Robert Allen and Lisa Allen in the amount of \$1,870,000.00 (“**801 Park Note**”). The 801 Park Note is secured by a Construction Mortgage of even date which was recorded with the Cook County Recorder of Deeds on November 1, 2006 as Document No. 060554011 (“**801 Park Mortgage**”), under which Robert Allen and Lisa Allen granted to Lender a security interest in Parcel No. 1. Concurrently therewith, Robert Allen and Lisa Allen executed and delivered to Lender a Construction Loan Agreement, Evelyn Allen executed and delivered to Lender a Commercial Guaranty, and said parties executed and delivered other documents as requested by Lender. As of October 1, 2007, Robert Allen and Lisa Allen executed a Promissory Note in the amount of \$1,870,000.00 (“**Revised 801 Park Note**”), which replaces the 801 Park Note, a Modification of Mortgage and other documents were delivered to Lender, including a Commercial Guaranty executed by Evelyn Allen. As of July 1, 2008, Borrowers executed a Promissory Note in the amount of \$1,870,000.00 (“**Second Revised 801 Park Note**”), which replaces the Revised 801 Park Note. As of March 31, 2009, Robert Allen, Lisa Allen and Evelyn Allen executed a Loan Modification Agreement, which was recorded with the Cook County Recorder of Deeds on April 7, 2009 as Document No. 0909718111. The documents described in this Section are herein collectively referred to herein as the “**801 Park Loan Documents**”;

B. a loan in the original note amount of \$665,000.00 (“**1051 Madison Loan**”) evidenced by a Promissory Note executed by RPA in the amount of \$655,000.00 (“**1051 Madison Note**”). The 1051 Madison Note is secured by a Mortgage of even date which was recorded with the Cook County Recorder of Deeds on December 16, 2005 as Document No. 0535035108 (“**1051 Madison Mortgage**”) under which RPA granted to Lender a security interest in Parcel No. 2. Concurrently therewith, RPA executed and delivered to Lender a

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Business Loan Agreement, and Robert Allen, Lisa Allen and Evelyn Allen executed and delivered to Lender Commercial Guaranties of the 1051 Madison Note, and said parties executed and delivered other documents as requested by Lender. As of November 30, 2006, RPA executed a Business Loan Agreement and a Promissory Note in the amount of \$665,000.00 ("**Revised 1051 Madison Note**"), which replaced the 1051 Madison Note, and concurrently therewith, Robert Allen, Lisa Allen and Evelyn Allen executed Commercial Guaranties of the Revised 1051 Madison Note. As of November 30, 2007, RPA executed a Promissory Note in the amount of \$665,000.00 ("**Second Revised 1051 Madison Note**"), which replaced the Revised 1051 Madison Note. As of August 1, 2008, RPA executed a Promissory Note in the amount of \$665,000.00 ("**Third Revised 1051 Madison Note**"), which replaced the Second Revised 1051 Madison Note. As of March 31, 2009, RPA, Robert Allen, Lisa Allen and Evelyn Allen executed a Loan Modification Agreement, which was recorded with the Cook County Recorder of Deeds on April 7, 2009 as Document No. 0909718110. The documents described in this Section are herein collectively referred to herein as the "**1051 Madison Loan Documents.**" The 1051 Madison Loan is being modified on even date herewith by a Loan Modification Agreement pursuant to which RPA, Evelyn Allen, Lisa Allen and Robert Allen have requested Lender to extend the maturity date of the Third Revised 1051 Madison Note until August 1, 2009;

C. a loan in the original note amount of \$1,991,466.23 (the "**Four Properties Loan**") evidenced by a Promissory Note executed by Robert Allen and Evelyn Allen in the amount of \$1,991,446.23 (the "**Four Properties Note**") dated as of March 31, 2009. The Four Properties Note is secured by a Revised and Restated Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Financing Statement and executed by Robert Allen which was recorded with the Cook County Recorder of Deeds on April 3, 2009 as Document No. 0909316076 and which revises and restates in its entirety that certain Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Financing Statement dated September 11, 2003 and recorded with the Cook County Recorder of Deeds on September 24, 2003 as Document No. 0326703133 (collectively the "**Four Properties Mortgage**"), under which Robert Allen granted to Lender a security interest in Parcel No. 3, Parcel No. 4, Parcel No. 5 and Parcel No. 6. The documents described in this Section and all other documents executed in connection with the Four Properties Loan are herein collectively referred to herein as the "**Four Properties Loan Documents**";

D. a loan in the original note amount of \$700,000.00 (the "**553 Marion Loan**") evidenced by a Promissory Note executed by ARB in the amount of \$700,000.00 (the "**553 Marion Note**"). The 553 Marion Note is secured by a Mortgage executed by ARB ("**553 Marion Mortgage**") which was recorded with the Cook County Recorder of Deeds on March 10, 2005 as Document No. 0506948041 regarding Parcel No. 7. Concurrently therewith, ARB executed and delivered to Lender a Construction Loan Agreement, and Robert Allen and Evelyn Allen executed Commercial Guaranties of the 553 Marion Note, and said parties executed and delivered other documents as requested by Lender. On September 22, 2005, ARB executed a Deed in Trust granting Parcel No. 7 to Trustee, which was recorded with the Cook County Recorder of Deeds on September 22, 2005 as Document No. 0526548099. Beneficiary is the beneficiary of the Trust. As of May 1, 2006, ARB executed a Construction Loan Agreement, pursuant to which ARB executed a Promissory Note in the amount of \$700,000.00 ("**Revised 553 Marion Note**") which replaced the 553 Marion Note in its entirety, and Evelyn Allen and

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Robert Allen executed Commercial Guaranties guarantying the Revised 553 Marion Note. Concurrently therewith, ARB executed a Modification of Mortgage, which was recorded with the Cook County Recorder of Deeds on July 24, 2006 as Document No. 0620554103. As of May 1, 2007, Borrower executed a Promissory Note in the amount of \$694,762.06 with a maturity date of October 1, 2007 ("**Second Revised 553 Marion Note**"), which replaces the Revised 553 Marion Note, and Robert Allen and Evelyn Allen executed Commercial Guaranties guarantying the Second Revised 553 Marion Note. As of October 1, 2007, ARB executed a Promissory Note in the amount of \$694,762.06 with a maturity date of July 1, 2008 ("**Third Revised 553 Marion Note**"), which replaces the Second Revised 553 Marion Note, and Robert Allen and Evelyn Allen executed Commercial Guaranties guarantying the Third Revised 553 Marion Note. As of July 1, 2008, ARB executed a Promissory Note in the amount of \$694,762.06 with a maturity date of April 1, 2009 ("**Fourth Revised 553 Marion Note**"), which replaces the Third Revised 553 Marion Note. Concurrently therewith, ARB executed a Modification of Mortgage, which was recorded with the Cook County Recorder of Deeds on October 22, 2008 as Document No. 0829634025. The documents described in this Section are herein collectively referred to herein as the "**553 Marion Loan Documents.**" The 553 Marion Loan is being modified on even date herewith by a Loan Modification Agreement pursuant to which ARB, Trustee, Beneficiary, Evelyn Allen and Robert Allen have requested Lender to extend the maturity date of the Fourth Revised 553 Marion Note until August 1, 2009, consent to the transfer of Parcel No. 7 from ARB to Trustee, and to permit Trustee and Beneficiary to assume the obligations of the 553 Marion Loan Documents;

E. a loan in the original note amount of \$250,000.00 (the "**407 Maple Loan**") evidenced by a Promissory Note executed by Evelyn Allen in the amount of \$250,000.00 (the "**407 Maple Note**"). The 407 Maple Note is secured by a Mortgage executed by Evelyn Allen ("**407 Maple Mortgage**") which was recorded with the Cook County Recorder of Deeds on June 3, 1999 as Document No. 99532688 regarding Parcel No. 8. Concurrently therewith, Robert Allen executed a Commercial Guaranty of the 407 Maple Note, and said parties executed and delivered other documents as requested by Lender. As of June 1, 2002, Evelyn Allen executed a Change in Terms Agreement and a Modification of Mortgage, which was recorded with the Cook County Recorder of Deeds on October 22, 2002 as Document No. 0021158307. As of August 1, 2003, Evelyn Allen executed a Change in Terms Agreement and a Modification of Mortgage, which was recorded with the Cook County Recorder of Deeds on November 21, 2003 as Document No. 0332540072. As of May 1, 2005, Evelyn Allen executed a Promissory Note in the amount of \$218,737.52 ("**Revised 407 Maple Note**"), which replaces the 407 Maple Note. As of May 1, 2008, Evelyn Allen executed a Promissory Note in the amount of \$205,812.73 ("**Second Revised 407 Maple Note**"), which replaces the Revised 407 Maple Note. Concurrently therewith, Evelyn Allen executed a Modification of Mortgage. The documents described in this Section are herein collectively referred to herein as the "**407 Maple Loan Documents.**" The 407 Maple Loan is being modified on even date herewith by a Loan Modification Agreement pursuant to which Evelyn Allen and Robert Allen have requested Lender to extend the maturity date of the Second Revised 407 Maple Note until August 1, 2009; and

F. a loan in the original note amount of \$479,500.00 (the "**1430 Jackson Loan**") evidenced by a Promissory Note executed by RPA in the amount of \$479,500.00 (the

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“**1430 Jackson Note**”). The 1430 Jackson Note is secured by a Mortgage executed by RPA (“**1430 Jackson Mortgage**”) which was recorded with the Cook County Recorder of Deeds on February 20, 2009 as Document No. 0905154004 regarding Parcel No. 9. Concurrently therewith, Robert Allen and Evelyn Allen executed Guaranties of the 1430 Jackson Note, and said parties executed and delivered other documents as requested by Lender. As of June 1, 2008, RPA executed a Promissory Note in the amount of \$479,500.00 (“**Revised 1430 Jackson Note**”), which replaced the 1430 Jackson Note. The documents described in this Section are herein collectively referred to herein as the “**1430 Jackson Loan Documents.**” The 1430 Jackson Loan is being modified on even date herewith by a Loan Modification Agreement pursuant to which RPA has requested Lender to extend the maturity date of the Revised 1430 Jackson Note until August 1, 2009.

7. Collectively, the 801 Park Loan, the 1051 Madison Loan, the Four Properties Loan, the 553 Marion Loan, the 407 Maple Loan and the 1430 Jackson Loan are referred to herein as the “Loans.” The Second Revised 801 Park Note, the Third Revised 1051 Madison Note, the Four Properties Note, the Fourth Revised 553 Marion Note, the Second Revised 407 Maple Note and the Revised 1430 Jackson Note are referred to collectively herein as the “Notes.” Collectively, the 801 Park Mortgage, the 1051 Madison Mortgage, the Four Properties Mortgage, the 553 Marion Mortgage, the 407 Maple Mortgage and the 1430 Jackson Mortgage are referred to herein as the “Mortgages.” Parcel Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 are referred to herein collectively as the “Properties” and individually as the “Property.” The Notes, Mortgages, 801 Park Loan Documents, 1051 Madison Loan Documents, Four Properties Loan Documents, 553 Marion Loan Documents, the 407 Maple Loan Documents and the 1430 Jackson Loan Documents and all other documents, including but not limited to the documents described herein, executed by the Obligors, or any of them, in connection with the Loans, are referred to herein as the “Loan Documents.”

8. Obligors have now requested Lender to extend the maturity dates of the 553 Marion Loan, the 407 Maple Loan, the 1430 Jackson Loan and the 1051 Madison Loan until August 1, 2009. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein, including but not limited to the cross-collateralization of the Properties and cross-default of the Loans.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. Cross-Collateralization of Collateral. Obligors herewith agree that the Loans, and all indebtedness due under the Notes and the Mortgages, are fully cross-collateralized, and all indebtedness due under any one or more of the Notes is secured by all of the Loan Documents and the Properties. Lender may, in its sole and absolute discretion, elect to enforce such remedies as are available to it under the terms of any or all of the Loan Documents. Obligors hereby grant a security interest in, assign, mortgage and pledge to Lender each and every parcel of the Properties and the personal property located thereon as collateral security for the repayment of all of the Notes and the performance of the covenants and agreements under all of the Loan Documents.

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2. Cross-Default of Loans. Obligors herewith agree that any default or event of default that shall occur or that has occurred with respect to any of the Loans, or the Loan Documents is hereby considered a default or an event of default with respect to all of the Loans. Such security interests, assignments, mortgages and pledges shall permit Lender to exercise any and all rights of enforcement and remedies afforded under any or all of the Loan Documents or otherwise as a "secured party" under the Illinois Uniform Commercial Code as in effect from time to time, together with any and all other rights and remedies otherwise provided and available to Lender at law or in equity as of the date of this Agreement or the date of a default. Lender shall have the right to file, record or lodge with appropriate agencies of government or otherwise evidence of the security interests, assignments and pledges hereunder, including, without limitation, recording this Agreement in the real estate records of Cook County, Illinois, and Obligors agree to promptly execute and deliver UCC financing statements and such other documents and instruments from time to time as Lender shall require to evidence or perfect such security interest, assignments and pledges given hereunder.

3. Extension of Maturity Date of 553 Marion Loan. The maturity date of the 553 Marion Loan is hereby extended to August 1, 2009, as further set forth in that certain Loan Modification Agreement being executed and delivered to Lender by ARB, Trustee, Beneficiary, Robert Allen and Evelyn Allen, and which will be recorded with the Cook County Recorder of Deeds concurrently herewith.

4. Modification of Maturity Date of 407 Maple Loan. The maturity date of the 407 Maple Loan is hereby extended to August 1, 2009, as further set forth in a certain Loan Modification Agreement being executed and delivered to Lender by Robert Allen and Evelyn Allen, and which will be recorded with the Cook County Recorder of Deeds concurrently herewith.

5. Modification of Maturity Date of 1430 Jackson Loan. The maturity date of the 1430 Jackson Loan is hereby extended to August 1, 2009, as further set forth in a certain Loan Modification Agreement being executed and delivered to Lender by RPA, Robert Allen and Evelyn Allen, and which will be recorded with the Cook County Recorder of Deeds concurrently herewith.

6. Modification of Maturity Date of 1051 Madison Loan. The maturity date of the 1051 Madison Loan is hereby extended to August 1, 2009, as further set forth in a certain Loan Modification Agreement being executed and delivered to Lender by RPA, Robert Allen, Lisa Allen and Evelyn Allen, and which will be recorded with the Cook County Recorder of Deeds concurrently herewith.

7. Modification of Loan Documents. The Loan Documents are hereby modified and amended to reflect this Agreement and the terms and provisions set forth herein.

8. Effective Date. This Agreement shall be effective upon Lender's receipt of this Agreement executed by the parties hereto and the Loan Modification Agreements described in Section 3, 4, 5 and 6 herein, and such other documents and items as are required by Lender.

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9. Modification. This Agreement shall constitute an amendment of the Loan Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Notes reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgages and other Loan Documents as revised by this Agreement, or the covenants, conditions and agreements therein contained or contained in the Notes.

10. Conflict. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

11. Representations and Warranties. Obligors do hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

12. Fee and Expenses. Obligors hereby agree to pay Lender's expenses arising out of and in connection with the Agreement and the transactions described herein, including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

13. Sale of Property. **Certain of the Properties are listed for sale with the Multiple Listing Service. Obligors agree to use their best efforts to enter into a sale contract for these Properties forthwith, at prices acceptable to Lender. Obligors' failure to sell the Properties by August 1, 2009 shall be a default of the Loans and Lender shall have the right to pursue its rights and remedies under Illinois law, including but not limited to filing foreclosure actions against the Properties.**

14. Waiver of Defenses. As an inducement to Lender to enter in this Agreement, Obligors each acknowledge and agree that:

(a) Lender has fully performed all of its obligations under the Loan Documents recited herein and otherwise between the parties hereto;

(b) Obligors hereby agree that in the event they do not fulfill the terms of this Agreement, Lender has the right to accelerate all amounts due on the Loans and to seek its remedies under the Loan Documents and no further notice to Obligors is required notwithstanding any notice requirements that may be contained in the Loan Documents;

(c) each of Obligors waives and affirmatively agrees not to allege, assert or otherwise pursue any claim, defense, affirmative defense, counterclaim, cause of action, set-off or other right which any of them may have, or claim to have, as of the date hereof, against Lender, whether known or unknown, including, but not limited to, any contest of:

i) the enforceability, applicability or validity of any provision of any of the Loan Documents, or the enforcement or validity of the terms and provisions of this Agreement Modification;

ii) the right of Lender to demand immediate payment and performance of the obligations of the Obligors pursuant to any of the Loan Documents or this Agreement;

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iii) the existence, validity, enforceability or perfection of security interests granted to Lender in any of the collateral securing any of the obligations under the Loan Documents or this Agreement, whether real or personal property, tangible or intangible, or any right or other interest, now or hereafter arising;

iv) the conduct of Lender in administering the financial arrangements between Lender and Obligors under any of the Loan Documents or this Agreement; and

v) any legal fees and expenses incurred by Lender and charged to the Obligors pursuant to any of the Loan Documents.

15. JURY WAIVER. OBLIGORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES, THIS AGREEMENT, THE MORTGAGES, THE LOAN DOCUMENTS, OR ANY OF THE DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER AND OBLIGORS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO OBLIGORS, OR ANY OF THEM.

16. JURISDICTION. OBLIGORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON, AND OBLIGORS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. OBLIGORS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. OBLIGORS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO OBLIGORS AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF LENDER. OBLIGORS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING, AFTER ALL APPEAL RIGHTS ARE EXHAUSTED, SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

OBLIGORS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST OBLIGORS OR THEIR PROPERTY IN THE

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COURTS OF ANY OTHER JURISDICTIONS; PROVIDED, HOWEVER, UNLESS LENDER IS REQUIRED BY LAW TO INSTITUTE PROCEEDINGS IN ANY OTHER JURISDICTION, LENDER SHALL FIRST INSTITUTE PROCEEDINGS IN A STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS.

17. U.S.A. Patriot Act. Obligor warrants to Lender that neither Obligor nor any affiliate are identified in any list of known or suspected terrorists published by a United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Obligor covenants to Lender that if they become aware that they or any affiliate are identified on any Blocked Persons List, Obligor shall immediately notify Lender in writing of such information. Obligor further agrees that in the event they or any affiliate are at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the Premises (as defined in the Mortgages) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

Signature page follows

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of June 30, 2009.

LENDER:

The PrivateBank and Trust Company, an Illinois banking corporation

By: [Signature]
Its AMD

TRUSTEE:

U.S Bank National Association, successor trustee to Firststar Bank N.A., formerly known as Firststar Bank Illinois, as Trustee under Trust Agreement dated January 11, 1999 and known as Trust No. 7199, and not individually

By: [Signature]
Its Vice Pres.

Attest: [Signature]
Its Vice President

BENEFICIARY:

Allen Land Development Corporation, an Illinois corporation

By: [Signature]
Its Pres

Attest: [Signature]
Its Sec

ROBERT ALLEN:

[Signature]
Robert P. Allen

EVELYN ALLEN:

[Signature]
Evelyn W. Allen

LISA ALLEN:

[Signature]
Lisa C. Allen

RPA:

RPA Holdings, LLC, an Illinois limited liability company

By: [Signature]
Robert P. Allen, Sole Member

ARB:

Allen Realty and Builders, Inc., an Illinois corporation

By: [Signature]
Its Pres

Attest: [Signature]
Its Sec

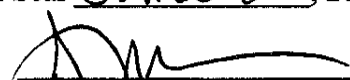
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

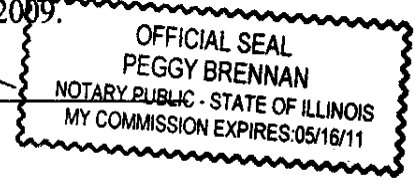
The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that David J. ..., AMD of The PrivateBank and Trust Company, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal June 30, 2009.

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)




Notary Public



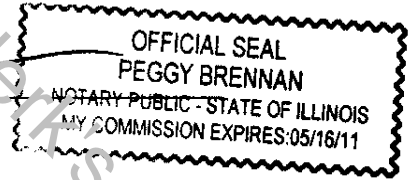
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Robert P. Allen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary acts of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal June 30, 2009.

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

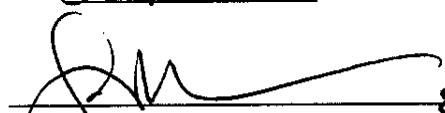


Notary Public



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Evelyn W. Allen, 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 she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary acts of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal June 30, 2009.



Notary Public



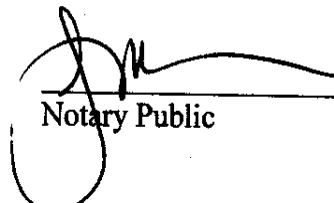
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STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

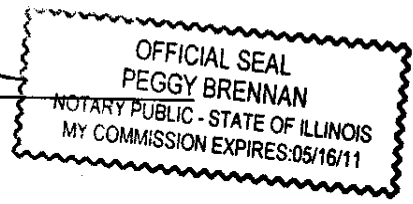
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Lisa C. Allen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal June 30, 2009.

STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)



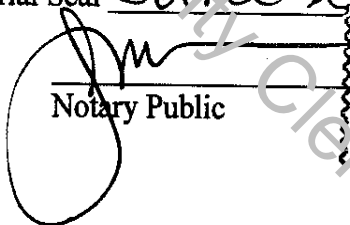
Notary Public



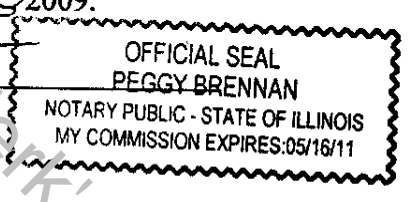
The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert P. Allen, Sole Member of RPA Holdings, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument 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 June 30, 2009.

STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

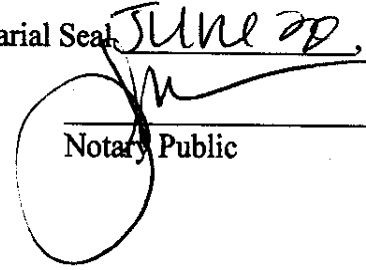


Notary Public

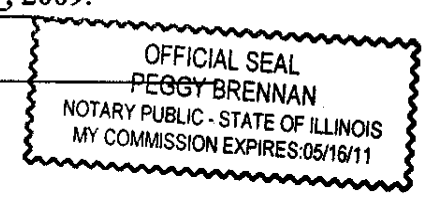


The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert P. Allen and Robert P. Allen, President and Secretary of Allen Land Development Corporation, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 June 30, 2009.



Notary Public



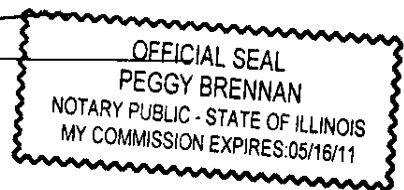
UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert P. Allen and Robert P. Allen President and Secretary of Allen Realty and Builders, Inc., an Illinois 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 they signed and delivered the said instrument as their 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 June 30, 2009.

 Notary Public



UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION

PARCEL NO. 1:

LOT 7 IN BLOCK 10 IN WALLER AND OTHERS SUBDIVISION OF PART OF NORTHWOOD IN THE SOUTH ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 801 N. Park Avenue, River Forest, Illinois
P.I.N.: 15-01-321-006-0000

PARCEL NO. 2:

LOTS 10 AND 11 IN BLOCK 2 IN THE SUBDIVISION OF BLOCKS 1 TO 9 BOTH INCLUSIVE IN WALLEN AND PROBST'S ADDITION TO OAK PARK IN THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1051 Madison Street, Oak Park, Illinois
P.I.N.: 16-18-102-001-0000

PARCEL NO. 3:

LOT 11 AND LOT 12 (EXCEPT THE EAST 11 ¾ INCHES) IN BLOCK 8 IN E.S. CONWAY=S RESUBDIVISION OF RANSON=S SUBDIVISION OF THE WEST 2 OF THE EAST 2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 7-9 Park Avenue, River Forest, Illinois/7774 Madison Street, River Forest, Illinois
P.I.N.: 15-12-320-035-0000

PARCEL NO. 4:

LOTS 23 AND 24 IN 12TH SYNDICATE, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1234-38 S. Elgin, Forest Park, Illinois
P.I.N.: 15-24-204-051-0000

UNOFFICIAL COPY**PARCEL NO. 5:**

THE SOUTH 67 FEET OF LOT 11 IN BLOCK 4 IN AUSTIN, MOREY AND SLENTZ SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 517-19 Woodbine, Oak Park, Illinois
P.I.N.: 16-06-320-044-0000

PARCEL NO. 6:

LOTS 12, 13, 14 AND 15 IN BLOCK 3 IN ANDREWS AND PIPER=S FIRST ADDITION TO BERWYN IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 6931-35 Stanley, Berwyn, Illinois
P.I.N.: 16-31-112-021-0000; 16-31-112-022-0000;
16-31-112-023-0000; 16-31-112-024-0000

PARCEL NO. 7:

LOTS 1 AND 2 IN BLOCK 3 IN SCHNEIDER'S SUBDIVISION OF THE NORTH 18 RODS AND 3 FEET OF THE SOUTH 54 RODS AND 9 FEET OF THE WEST 44 RODS OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 553 N. Marion Street, Oak Park, Illinois 60302
P.I.N.: 16-06-316-010-0000

PARCEL NO. 8:

THE SOUTH 1/2 OF LOT 8 IN BLOCK 5 IN TIMME'S SUBDIVISION OF BLOCKS 3, 4 AND 5 AND PART OF BLOCK 6 IN KETTLESTRING'S ADDITION TO HARLEM IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 407-409 N. Maple, Oak Park, Illinois
P.I.N.: 16-07-100-013-0000

UNOFFICIAL COPY

PARCEL NO. 9:

LOT 5 IN BLOCK 5 OF WILLIAM H. BECKMAN'S SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1430 Jackson, River Forest, Illinois
P.I.N.: 15-01-206-019-0000

Property of Cook County Clerk's Office