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This Document was prepared
by and should be returned to:

N. Vargas

First Eagle Bank

1040 E. Lake St.

Hanover Park, IL 60133

Doc#: 0924544086 Fee: \$52.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/02/2009 02:48 PM Pg: 1 of 8

SECOND AMENDMENT TO LOAN DOCUMENTS

This Second Amendment to Loan Documents ("Second Amendment") is dated as of the 15th day of July, 2009 and made by and between 5428 Campbell, LLC – A Series of Lakepointe Apartments, LLC, an Illinois series limited liability company ("Borrower"), Michael J. Krueger, John A. Langas, and Lakepointe Apartments, LLC, an Illinois limited liability company (individually and collectively referred to herein as "Guarantor"); and First Eagle Bank ("Lender").

A. On April 7, 2008 Lender made a loan (the "Loan") to Borrower in the amount of Five Hundred Forty Thousand Dollars (\$540,000.00). The Loan is evidenced by the Promissory Note of Borrower dated April 7, 2008 in the principal amount of \$540,000.00 as amended by the First Amendment to Loan Documents dated April 15, 2009 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated April 7, 2008 and recorded as Document Nos. 0809934116 and 0809934117 with the Recorder of Deeds of Cook County, Illinois which was executed by Borrower in favor of Lender and which created a first lien on the property ("Property") known as 5428-30 N. Campbell, Chicago, IL 60625 which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note is further secured by the Commercial Guarantees of (i) Michael J. Krueger dated April 7, 2008, (ii) John A. Langas dated April 7, 2008, and (iii) Lakepointe Apartments, LLC dated April 15, 2009 (collectively referred to herein as "Guaranty") any and all other documents executed pursuant to or in connection with the Loan by Borrower or Guarantor, as amended, modified, assumed or replaced from time to time (hereinafter collectively referred to as the "Loan Documents").

D. The First Amendment to Loan Documents dated April 29, 2009, among others, (i) extended the Maturity Date of the Loan to July 15, 2009, (ii) increased the floor rate of interest of the Loan from 5.25% to 6.50% per annum, and (iii) added Lakepointe Apartments, LLC as additional guarantor to the Loan.

Officer Review

Initial Review *RB*

Date

8/24/09

Final Review *RB*

Date

8/24/09

Loan No. 75442

*SV
MN
PO
BY*

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E. Borrower requests the extension of the Maturity Date of the Loan to July 15, 2010. Lender has agreed to extend the Maturity Date as aforesaid, subject to the following covenants, agreements, representations and warranties.

NOW THEREFORE, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.
2. **Maturity Date and Interest Rate.** The Maturity Date of the Note is hereby extended to July 15, 2010. Effective as of the date hereof, the interest rate on the Note shall be 1.0% over the Index (as defined in the Note) and shall at no time be less than 6.5% per annum.
3. **Deposit Account.** At or prior to execution hereof, Borrower shall deposit into an interest bearing account with Lender the amount of not less than \$75,000.00 which will be used to finance the rehab of the Property. Funds from this account will be disbursed by Lender through an in-house construction escrow upon (i) presentation by Borrower to Lender of lien waivers and Sworn Owner's Statement and (ii) satisfactory inspection of the Property by Lender.
4. **Modification of Documents.** The Note, Mortgage, Guaranty, and other Loan Documents shall be deemed to be modified to reflect the amendments set forth above.
5. **Guarantor Not Released.** Guarantor acknowledges and consents to the foregoing amendment.
6. **Restatement of Representations.** Borrower and Guarantor hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, Guaranty and other Loan Documents.
7. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgage, Guaranty and other Loan Documents.
8. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Guaranty and other Loan Documents shall remain unmodified and in full force and effect. Borrower and Guarantor ratify and confirm their obligations and liabilities under the Note, Mortgage, Guaranty and other Loan Documents. They acknowledge no defenses, claims, or setoffs against the enforcement by Lender.
9. **Fee.** In consideration of Lender's agreement to amend the loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of Five Thousand Four Hundred and 00/100 Dollars (\$5,400.00) plus all costs incurred by Lender in connection with or arising out of this amendment.

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This Amendment shall extend to and be binding upon Borrower and each Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This Amendment shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

This Amendment constitutes the entire agreement between the parties with respect to the aforesaid Amendment and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

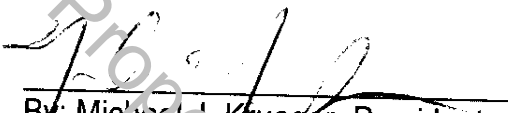
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IN WITNESS WHEREOF, this First Amendment was executed by the undersigned as of the date and year first set forth above.

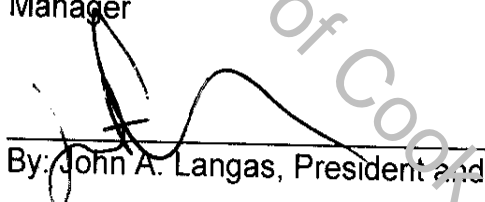
BORROWER:

5428 Campbell, LLC – a Series of Lakepointe Apartments, LLC, an Illinois series limited liability company

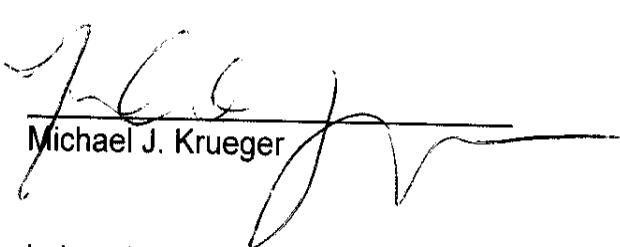
By: MJK Holdings, Inc., an Illinois corporation
Manager


By: Michael J. Krueger, President and Secretary

By: Maple Ridge Holdings, Inc., an Illinois corporation
Manager


By: John A. Langas, President and Secretary

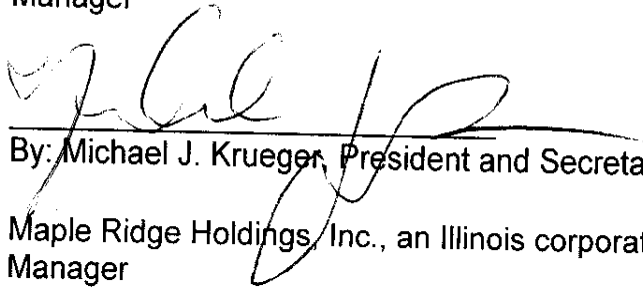
GUARANTOR:


Michael J. Krueger


John A. Langas

Lakepointe Apartments, LLC, an Illinois series limited liability company

By: MJK Holdings, Inc., an Illinois corporation
Manager


By: Michael J. Krueger, President and Secretary

By: Maple Ridge Holdings, Inc., an Illinois corporation
Manager


By: John A. Langas, President and Secretary

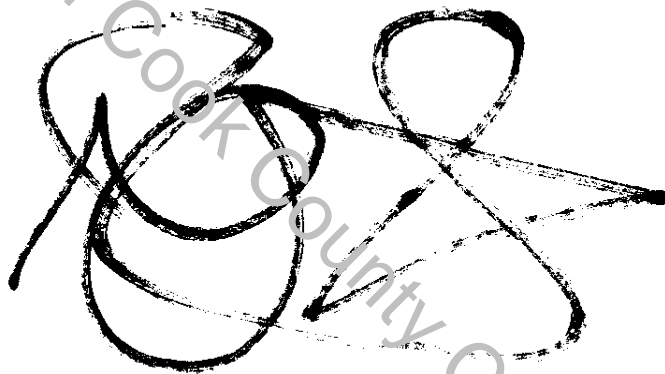
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LENDER:

First Eagle Bank

A handwritten signature in black ink, appearing to be 'ZB', written over a horizontal line.

By: Zachary A. Braun, Asst. Vice President

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Property of Cook County Clerk's Office

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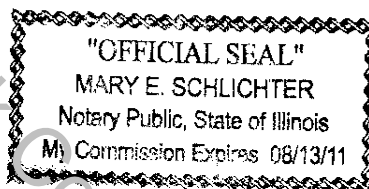
BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Michael J. Krueger, President and Secretary of MJK Holdings, Inc., Manager of 5428 Campbell, LLC – a Series of Lakepointe Apartments, LLC and John A. Langas, President and Secretary of Maple Ridge Holdings Inc., an Illinois corporation, Manager of 5428 Campbell, LLC – a Series of Lakepointe Apartments, LLC, an Illinois series limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed as well as that of the company they represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 14th day of AUGUST, 2009.

Mary E. Schlichter
Notary Public



GUARANTORS' ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Michael J. Krueger and John A. Langas, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 14th day of AUGUST, 2009.

Mary E. Schlichter
Notary Public



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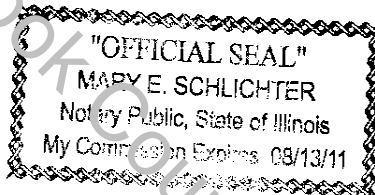
GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Michael J. Krueger, President and Secretary of MJK Holdings, Inc., Manager of Lakepointe Apartments, LLC and John A. Langas, President and Secretary of Maple Ridge Holdings Inc., an Illinois corporation, Manager of Lakepointe Apartments, LLC, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed as well as that of the company they represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 14th day of AUGUST, 2009.

Mary E. Schlichter
Notary Public



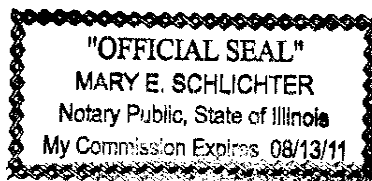
LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Zachary A. Braun, Asst. Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act and deed as well as that of the bank she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 14th day of AUGUST, 2009.

Mary E. Schlichter
Notary Public



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EXHIBIT "A"

LOT 31 IN BLOCK 3 IN FRED BRUMMEL AND CO.'S LINCOLN-BRYN-MAWR-WESTERN SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5428-30 N. CAMPBELL , CHICAGO, IL 60625

P.I.N.: 13-12-216-030-0000

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