



Doc#: 0926841041 Fee: \$78.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/25/2009 02:31 PM Pg: 1 of 22

THIS INSTRUMENT PREPARED BY:  
AND AFTER RECORDING MAIL TO:  
Christyl Marsh  
Cohen, Salk & Huvard, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062

MTZ 2078191 [Signature]

## SECOND MODIFICATION AGREEMENT

**THIS SECOND MODIFICATION AGREEMENT** (hereinafter referred to as this "Modification Agreement") made as of this 1st day of August, 2009, by and among **Poplar Creek Properties, L.L.C.**, an Illinois limited liability company ("Borrower"), **Robert L. Kozonis, JoAnn Kozonis** (Robert L. Kozonis and JoAnn Kozonis are each individually hereinafter referred to as a "Guarantor", and are collectively, the "Guarantors"), **Forest Preserve Plaza L.L.C.**, an Illinois limited liability company ("Forest") (Borrower, Guarantors and Forest are hereinafter collectively referred to as the "Obligors"), and **First Eagle Bank** ("Lender").

### WITNESSETH:

[Signature]

**WHEREAS**, on May 19, 2008 Lender made a loan to Borrower in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (as assumed, modified, restated, divided, consolidated or replaced from time to time, the "Loan"), as evidenced by that certain promissory note dated May 19, 2008 in the original principal sum of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (as modified, restated or replaced from time to time, the "Note"), which Note is secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as modified, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) mortgage dated as of May 19, 2008, made by Forest in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 0825950023 (the "Irving Mortgage") on property commonly known as 7305-31 W. Irving Park Road, Chicago, Illinois and legally described on **Exhibit "A"** attached hereto and made a part hereof (the "Irving Premises");
- (ii) assignment of rents dated as of May 19, 2008, made by Forest in favor of Lender, encumbering the Irving Premises, recorded in the Recorder's Office as Document No. 0825950024 (the "Irving Assignment");
- (iii) junior mortgage and security agreement dated as of December 18, 2001 made by LaSalle Bank National Association, as successor trustee to Comerica Bank-Illinois, not personally, but as Trustee under Trust Agreement dated June 10, 1993 and

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known as Trust No. 11806 ("Trustee"), in favor of Lender, recorded in the Recorder's Office as Document No. 0020029946 (the "Hoffman Mortgage") on property commonly known as 3 vacant lots in Hoffman Estates, Illinois and legally described on **Exhibit "B"** attached hereto and made a part hereof (the "Hoffman Premises"), which Hoffman Mortgage was assumed by Borrower pursuant to that certain assumption and modification agreement dated as of August 9, 2004, by and among Borrower, Guarantors, RWP 5250, L.L.C., an Illinois limited liability company, and Lender, and recorded in the Recorder's Office as Document No. 0426427037, after the conveyance of the Hoffman Premises by Trustee to Poplar;

- (iv) junior assignment of rents and of lessor's interest in leases dated as of December 18, 2001 made by Trustee and Borrower in favor of Lender, recorded in the Recorder's Office as Document No. 0020029947 (as assumed and modified, the "Hoffman Assignment");
- (v) business loan agreement dated as of May 19, 2008 made by Borrower in favor of Lender (the "Loan Agreement");
- (vi) commercial guaranties each dated as of May 19, 2008 made by each of the Guarantors in favor of Lender (each is individually referred to as a "Guaranty", and are collectively, the "Guaranties"); and
- (vii) hazardous substances certificate and indemnity agreement dated as of May 19, 2008 made by Obligors in favor of Lender (the "Indemnity").

**WHEREAS**, the Note and Loan Documents were previously modified pursuant to that certain modification agreement dated as of July 31, 2008 by and between Obligors and Lender, recorded in the Recorder's Office as Document No. 0826350034, whereby among other modifications, (i) the maturity date of the Note was extended to August 31, 2009, and (ii) the interest rate charged on the Note was modified to be equal to the greater of (a) a variable interest rate equal to the greater of the prime rate of interest plus three-quarters percent (0.75%) and (b) five and three quarters percent (5.75%) per annum.

**WHEREAS**, Borrower has requested that Lender (i) extend the maturity date of the Note to April 1, 2013, (ii) modify the interest rate charged on the Note to be a fixed rate per annum equal to six and one-half percent (6.5%), and (iii) make certain other changes thereto, and Lender is willing to consent to such changes, provided that all loans extended by Lender to any of Borrower, Forest and/or any Guarantor be cross-defaulted and cross-collateralized, and subject to the terms and provisions hereinafter provided.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the liens of the Irving Mortgage and the Hoffman Mortgage held by Lender are valid and subsisting lien on the Irving Premises and the Hoffman Premises, respectively, and that the execution of this Modification Agreement will not impair the liens of said mortgages and that there are no existing mortgages or other liens not in favor of Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement, at the sole election of Lender, shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

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1. The parties represent and agree that the foregoing recitals are true and correct. All defined terms used herein and not otherwise defined shall have the meaning ascribed to such term as set forth in the Loan Documents.

2. Concurrent with the execution of this Modification Agreement, Guarantors shall execute and deliver, or cause to be executed and delivered, to Lender a mortgage, security agreement and assignment of rents and leases encumbering the property commonly known as 17 Overbrook, South Barrington, Illinois, and legally described on Exhibit "C" attached hereto (the "Overbrook Premises") to evidence and secure the Loan (the "Overbrook Mortgage").

3. As of August 31, 2009, the outstanding principal balance of the Note is \$1,100,000.00. Effective as of August 31, 2009, the Note is hereby modified as follows:

a. The date "August 31, 2009" as it appears on the top of page 1 of the Note, in the box entitled "Maturity" is deleted and replaced with the date "April 1, 2013". Each reference in the Note and the Loan Documents to the maturity date of the Note shall hereafter mean April 1, 2013.

b. The interest rate set forth on the top of page 1 is hereby modified by deleting the rate "7.125%" as it appears therein and replacing it with the rate "6.5%".

c. The section entitled "PROMISE TO PAY" on page 1 of the Note is hereby amended and restated in its entirety to read as follows:

"PROMISE TO PAY. POPLAR CREEK PROPERTIES, L.L.C., an Illinois limited liability company ("Borrower"), promises to pay to FIRST EAGLE BANK ("Lender"), or order, in lawful money of the United State of America, the principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) or such much as may be outstanding, together with interest from the date hereof at the rate of six and one half percent (6.5%) per annum. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section."

d. The section entitled "PAYMENT" on page 1 is hereby amended and restated in its entirety to read as follows:

"PAYMENT. Borrower will pay this loan in 42 payments of \$8,261.94 each payment and an irregular last payment estimated at \$1,009,095.10. Borrower's first payment is due October 1, 2009, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on April 1, 2013, and will be for all principal and accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or such other place as Lender may designate in writing."

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e. The default listed on page 1 of the Note which commences “If any default shall occur under any of the following notes...” is hereby amended and restated in its entirety to read as follows:

If any default shall occur under any of the following notes: (a) that certain mortgage note dated July 31, 2008 in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) made by Forest Preserve Plaza L.L.C., an Illinois limited liability company (“Forest”), in favor of Lender (as modified, restated or replaced from time to time, the “2008 Forest Note”), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2008 Forest Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2008 Forest Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, (b) that certain amended and restated mortgage note dated as of August 31, 2005 in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) made by Borrower in favor of Lender (as modified, restated or replaced from time to time, the “2005 Term Note”), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2005 Term Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2005 Term Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, (c) that certain mortgage note dated as of March 4, 2003 in the original principal amount of One Million Seven Hundred Twenty Thousand and 00/100 Dollars (\$1,720,000.00) made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 (“Trust 1103890”), and subsequently assumed by Forest, in favor of Lender (as modified, restated or replaced from time to time, the “2003 Forest Note”), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2003 Forest Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2003 Forest Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, or (d) that certain 5 year eagle equity line of credit agreement dated as of February 27, 2009 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) made by Robert L. Kozonis and JoAnn Kozonis, jointly and severally, in favor of Lender (as modified, restated or replaced from time to time, the “2009 Kozonis Note”), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant

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to the loan documents securing the 2009 Kozonis Note, and any applicable period of grace specified therein shall have elapsed, or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2009 Kozonis Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed.”.

f. The section entitled “COLLATERAL” on page 2 of the Note is hereby amended and restated in its entirety to read as follows:

“**COLLATERAL.** Borrower acknowledges this Note is secured, in part, by the following documents: (i) mortgage dated as of May 19, 2008 made by Forest Preserve Plaza L.L.C., an Illinois limited liability company (“Forest”), in favor of Lender covering property known as 7305-7331 W. Irving Park Road, Chicago, Illinois (the “Irving Premises”), (ii) assignment of rents dated as of May 19, 2008 made by Forest in favor of Lender covering the Irving Premises, (iii) mortgage and security agreement dated as of July 31, 2008 made by Forest in favor of Lender covering the Irving Premises, (iv) assignment of rents and of lessor’s interest in leases dated as of July 31, 2008 made by Forest in favor of Lender covering the Irving Premises, (v) junior mortgage and security agreement dated as of July 31, 2008 made by Borrower in favor of Lender covering property known as lots 2, 3 and 4, Poplar Creek Office Plaza, Hoffman Estates, Illinois (the “Hoffman Premises”), (vi) junior assignment of rents and of lessor’s interest in leases dated as of July 31, 2008 made by Borrower in favor of Lender covering the Hoffman Premises, (vii) junior mortgage and security agreement dated as of December 18, 2001 made by LaSalle Bank National Association, as successor trustee to Comerica Bank-Illinois, not personally, but as Trustee under Trust Agreement dated June 10, 1993 and known as Trust No. 11806 (“Trust 11806”), and subsequently assumed by Borrower, in favor of Lender covering the Hoffman Premises, (viii) junior assignment of rents and of lessor’s interest in leases dated as of December 18, 2001 made by Trust 11806 and Borrower, and assumed by Borrower, in favor of Lender covering the Hoffman Premises, (ix) first mortgage and security agreement dated as of March 4, 2003, made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 (“Trust 1103890”), and subsequently assumed by Forest, in favor of Lender covering the Irving Premises, (x) assignment of rents and of lessor’s interest in leases dated as of March 4, 2003, made by Trust 1103890 and Forest, and assumed by Forest, in favor of Lender covering the Irving Premises, and (xi) mortgage dated as of February 27, 2009 made by Robert L. Kozonis and JoAnn Kozonis, jointly and severally, in favor of Lender covering the property known as 17 Overbrook, South Barrington, Illinois.”.

g. The following paragraph is hereby added to the Note:

“**No Waiver.** Any forbearance by Lender in exercising any right or remedy under this Note or any of the other related documents, or otherwise afforded

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by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any of its rights or remedies under any of the loan documents with respect to Borrower's obligations under this Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender."

4. The Irving Mortgage is hereby modified as follows:

a. The following sentence is hereby added to the section entitled "Due on Sale – Consent by Lender" as it appears on page 4 of the Irving Mortgage:

"A sale or transfer shall also mean and include the granting of any mortgage, deed of trust or other encumbrance of any kind on all or any portion of the Real Property, whether or not it is junior to the lien of this Mortgage."

b. The following is hereby added as a new default on page 9 of the Irving Mortgage:

"If any default shall occur under any of the following notes: (a) that certain mortgage note dated July 31, 2008 in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) made by Forest Preserve Plaza L.L.C., an Illinois limited liability company ("Forest"), in favor of Lender (as modified, restated or replaced from time to time, the "2008 Forest Note"), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2008 Forest Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2008 Forest Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, (b) that certain amended and restated mortgage note dated as of August 31, 2005 in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) made by Borrower in favor of Lender (as modified, restated or replaced from time to time, the "2005 Term Note"), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2005 Term Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2005 Term Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, (c) that certain mortgage note dated as of March 3, 2004 in the original principal

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amount of One Million Seven Hundred Twenty Thousand and 00/100 Dollars (\$1,720,000.00) made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 ("Trust 1103890") in favor of Lender (as modified, restated or replaced from time to time, the "2003 Forest Note"), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2003 Forest Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2003 Forest Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, or (d) that certain 5 year eagle equity line of credit agreement dated as of February 27, 2009 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) made by Robert L. Kozonis and JoAnn Kozonis, jointly and severally, in favor of Lender (as modified, restated or replaced from time to time, the "2009 Kozonis Note"), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2009 Kozonis Note, and any applicable period of grace specified therein shall have elapsed, or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2009 Kozonis Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed."

c. The section entitled "Note" on page 13 of the Irving Mortgage is hereby amended and restated in its entirety to read as follows:

**"Note.** The word "Note" means individually and collectively the following notes, as the same may be amended, modified, restated or replaced from time to time: (a) Promissory Note dated May 19, 2008, in the original principal amount of \$1,100,000.00 from Borrower to Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%) (the "2003 Term Note"), (b) Amended and Restated Mortgage Note dated August 31, 2005, in the original principal amount of \$1,100,000.00 executed by Borrower in favor of Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%) (the "2005 Term Note"), (c) Mortgage Note dated July 31, 2008, in the original principal amount of \$2,000,000.00 executed by Forest Preserve Plaza L.L.C., an Illinois limited liability company ("Forest"), to Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%) (the "2008 Forest Note"), (d) Mortgage Note dated March 4, 2003 made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 ("Trust 1103890"), and subsequently assumed by Forest, in favor of Lender, with interest at the fixed rate per annum equal to six and two tenths percent (6.2%) (the "2003 Forest Note"), and (e) 5 Year Eagle Equity Line of Credit Agreement dated February 27, 2009 made by Robert L. Kozonis and JoAnn Kozonis in favor of Lender, with interest at the variable

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rate per annum set forth therein (the "2009 Kozonis Note"); together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for each such Note."

d. The following paragraph is hereby added to the Mortgage:

**"Release.** Provided that no Default or Event of Default then exists under (a) the Note, this Mortgage or any of the Related Documents, upon the payment in full and satisfaction of both the 2003 Forest Note and the 2008 Forest Note (including, without limitation, the payment of any applicable prepayment premiums, if any), Lender will issue a release of the lien of this Mortgage and all other Related Documents encumbering the Real Property upon the payment to Lender of an additional One Million and 00/100 Dollars (\$1,000,000.00) above the amount required to pay off both the 2003 Forest Note and the 2008 Forest Note. The application of the additional payoff funds shall be applied by Lender to whichever other loan or loans of Borrower or any affiliate of Borrower as Lender shall direct."

5. The Irving Assignment is hereby modified as follows:

a. The following is hereby added as a new default on page 5 of the Irving Assignment:

"If any default shall occur under any of the following notes: (a) that certain mortgage note dated July 31, 2008 in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) made by Forest Preserve Plaza L.L.C., an Illinois limited liability company ("Forest"), in favor of Lender (as modified, restated or replaced from time to time, the "2008 Forest Note"), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2008 Forest Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2008 Forest Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, (b) that certain amended and restated mortgage note dated as of August 31, 2005 in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) made by Borrower in favor of Lender (as modified, restated or replaced from time to time, the "2005 Term Note"), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2005 Term Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2005 Term Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, (c) that certain mortgage note dated as of March 3, 2004 in the original principal amount of One Million Seven Hundred Twenty Thousand and 00/100 Dollars



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(\$1,720,000.00) made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 ("Trust 1103890") in favor of Lender (as modified, restated or replaced from time to time, the "2003 Forest Note"), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2003 Forest Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2003 Forest Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, or (d) that certain 5 year eagle equity line of credit agreement dated as of February 27, 2009 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) made by Robert L. Kozonis and JoAnn Kozonis, jointly and severally, in favor of Lender (as modified, restated or replaced from time to time, the "2009 Kozonis Note"), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2009 Kozonis Note, and any applicable period of grace specified therein shall have elapsed, or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2009 Kozonis Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed."

b. The section entitled "Note" on page 8 of the Irving Assignment is hereby amended and restated in its entirety to read as follows:

**"Note.** The word "Note" means individually and collectively the following notes, as the same may be amended, modified, restated or replaced from time to time: (a) Promissory Note dated May 19, 2008, in the original principal amount of \$1,100,000.00 from Borrower to Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (b) Amended and Restated Mortgage Note dated August 31, 2005, in the original principal amount of \$1,100,000.00 executed by Borrower in favor of Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (c) Mortgage Note dated July 31, 2008, in the original principal amount of \$2,000,000.00 executed by Forest Preserve Plaza L.L.C., an Illinois limited liability company ("Forest"), to Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (d) Mortgage Note dated March 4, 2003 made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 ("Trust 1103890"), and subsequently assumed by Forest, in favor of Lender, with interest at the fixed rate per annum equal to six and two tenths percent (6.2%), and (e) 5 Year Eagle Equity Line of Credit Agreement dated February 27, 2009 made by Robert L. Kozonis and JoAnn Kozonis in favor of Lender, with interest at the variable rate per annum set forth therein; together with all renewals of, extensions of,

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modifications of, refinancings of, consolidations of, and substitutions for each such Note.”.

6. The Loan Agreement is hereby modified as follows:
- a. The following is hereby added as a new default on page 4 of the Loan Agreement:

“If any default shall occur under any of the following notes: (a) that certain mortgage note dated July 31, 2008 in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) made by Forest Preserve Plaza L.L.C., an Illinois limited liability company (“Forest”), in favor of Lender (as modified, restated or replaced from time to time, the “2008 Forest Note”), and such default is not cured with within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2008 Forest Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2008 Forest Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, (b) that certain amended and restated mortgage note dated as of August 31, 2005 in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) made by Borrower in favor of Lender (as modified, restated or replaced from time to time, the “2005 Term Note”), and such default is not cured with within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2005 Term Note, and any applicable period of grace specified therein shall have elapsed or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2005 Term Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, (c) that certain mortgage note dated as of March 3, 2004 in the original principal amount of One Million Seven Hundred Twenty Thousand and 00/100 Dollars (\$1,720,000.00) made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 (“Trust 1103890”) in favor of Lender (as modified, restated or replaced from time to time, the “2003 Forest Note”), and such default is not cured with within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2003 Forest Note, and any applicable period of grace specified therein shall have elapsed; or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2003 Forest Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed, or (d) that certain 5 Year Eagle Equity Line of Credit Agreement dated as of February 27, 2009 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) made by Robert L. Kozonis and JoAnn Kozonis, jointly and

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severally, in favor of Lender (as modified, restated or replaced from time to time, the "2009 Kozonis Note"), and such default is not cured within any applicable cure or grace period provided for therein; if default is made in the making of any payment of monies required to be made pursuant to the loan documents securing the 2009 Kozonis Note, and any applicable period of grace specified therein shall have elapsed, or if any default shall exist in the performance of any of the terms, agreements, covenants or conditions contained in the 2009 Kozonis Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed."

b. The section entitled "Note" on page 6 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

**"Note.** The word "Note" means individually and collectively the following notes, as the same may be amended, modified, restated or replaced from time to time: (a) Promissory Note dated May 19, 2008, in the original principal amount of \$1,100,000.00 from Borrower to Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (b) Amended and Restated Mortgage Note dated August 31, 2005, in the original principal amount of \$1,100,000.00 executed by Borrower in favor of Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (c) Mortgage Note dated July 31, 2008, in the original principal amount of \$2,000,000.00 executed by Forest Preserve Plaza L.L.C., an Illinois limited liability company ("Forest"), to Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (d) Mortgage Note dated March 4, 2003 made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 ("Trust 1103890"), and subsequently assumed by Forest, in favor of Lender, with interest at the fixed rate per annum equal to six and two tenths percent (6.2%), and (e) 5 Year Eagle Equity Line of Credit Agreement dated February 27, 2009 made by Robert L. Kozonis and JoAnn Kozonis in favor of Lender, with interest at the variable rate per annum set forth therein; together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for each such Note."

7. The section entitled "Note" on page 6 of the Indemnity is hereby amended and restated in its entirety to read as follows:

**"Note.** The word "Note" means individually and collectively the following notes, as the same may be amended, modified, restated or replaced from time to time: (a) Promissory Note dated May 19, 2008, in the original principal amount of \$1,100,000.00 from Borrower to Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (b) Amended and Restated Mortgage Note dated August 31, 2005, in the original principal amount of \$1,100,000.00 executed by Borrower in favor of Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (c) Mortgage Note dated July 31, 2008, in the original principal amount of \$2,000,000.00 executed by Forest Preserve Plaza L.L.C., an Illinois limited

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liability company ("Forest"), to Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (d) Mortgage Note dated March 4, 2003 made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 ("Trust 1103890"), and subsequently assumed by Forest, in favor of Lender, with interest at the fixed rate per annum equal to six and two tenths percent (6.2%), and (e) 5 Year Eagle equity Line of Credit agreement dated February 27, 2009 made by Robert L. Kozonis and JoAnn Kozonis in favor of Lender, with interest at the variable rate per annum set forth therein; together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for each such Note."

8. Each Guaranty is hereby modified as follows:

a. Each reference in the section entitled "Indebtedness" on page 1 of each Guaranty to the indebtedness secured by the Guaranty is modified to be that of all of Borrower, Forest Preserve Plaza L.L.C., an Illinois limited liability company, and Guarantor, individually, to Lender.

b. The section entitled "Note" on page 4 of each Guaranty is hereby amended and restated in its entirety to read as follows:

"Note. The word "Note" means individually and collectively the following notes, as the same may be amended, modified, restated or replaced from time to time: (a) Promissory Note dated May 19, 2008, in the original principal amount of \$1,100,000.00 from Borrower to Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (b) Amended and Restated Mortgage Note dated August 31, 2005, in the original principal amount of \$1,100,000.00 executed by Borrower in favor of Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (c) Mortgage Note dated July 31, 2008, in the original principal amount of \$2,000,000.00 executed by Forest Preserve Plaza L.L.C., an Illinois limited liability company ("Forest"), to Lender, with interest at the fixed rate per annum equal to six and one-half percent (6.5%), (d) Mortgage Note dated March 4, 2003 made by The Chicago Title Land Trust Company, not individually, but as Trustee under Trust Agreement dated May 15, 1997, and known as Trust No. 1103890 ("Trust 1103890"), and subsequently assumed by Forest, in favor of Lender, with interest at the fixed rate per annum equal to six and two tenths percent (6.2%), and (e) 5 Year Eagle Equity Line of Credit Agreement dated February 27, 2009 made by Robert L. Kozonis and JoAnn Kozonis in favor of Lender, with interest at the variable rate per annum set forth therein; together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for each such Note."

9. Each Guarantor hereby agrees that any and all debts, liabilities and obligations now or hereafter arising and owing to such Guarantors by the Borrower, Forest, or any other party liable to Lender in connection with the Loan, are hereby subordinated to the Lender's claims for

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repayment of the Obligations (as such term is defined in the Guaranty) and Guarantor's obligations under the Guaranty.

10. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby amended.

11. Except for the modifications stated herein, the Note and Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the Note and other Loan Documents and each other instrument or agreement delivered by any Obligor to or for the benefit of Lender in connection with the Loan evidenced by the Note shall remain in full force and effect in accordance with their respective terms and the execution and delivery of this Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Note and other Loan Documents, to forgive or waive any violation, default or breach under the Note or any other Loan Document, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

12. Contemporaneously with the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a Loan modification and extension fee in the amount of \$1,000.00, plus all of Lender's attorneys' fees incurred in connection with the negotiation and documentation of the agreements contained in this Modification Agreement, all recording fees and charges, title insurance charges and premiums, appraisal fees, and all other expenses, charges, costs and fees necessitated by or otherwise relating to this Modification Agreement (the "Additional Fees"). If any of the Additional Fees are not paid at the time this Modification Agreement is executed by Lender, such Additional Fees shall be paid by Obligors within five days after written demand therefor by Lender, and if not timely paid, they shall bear interest from the date so incurred until paid at an annual rate equal to the Default Rate (as defined in the Note).

13. The Premises described in the Mortgage shall remain in all events subject to the lien, charge or encumbrance of the Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage, or the priority thereof over any other liens, charges, or encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note, the Mortgage and/or the Assignment of Rents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

14. This Modification Agreement shall extend to and be binding upon each of the Obligors and their respective heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

15. Each Obligor hereby ratifies and confirms his, her or her respective obligations and liabilities under the Note and the Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he or she or has no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Note, the Guaranties and the Loan Documents, as so amended.

Without limiting the generality of the foregoing paragraph, each Guarantor hereby further represents and warrants to the Lender with the intent that the Lender rely thereon, as follows with

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regard to the his or her Guaranty, as hereby modified: (a) the Guaranty is in full force and effect and is binding and enforceable against the Guarantor in accordance with its terms; (b) the Guarantor irrevocably consents and agrees to the Borrower's execution and delivery of this Modification Agreement; (c) the liability of the Guarantor to the Lender under the Guaranty shall in no way be affected, modified, altered, or discharged in any fashion by the Borrower's execution, delivery or performance of this Modification Agreement; (d) the Guarantor hereby restates and reaffirms to Lender all terms and provisions of the Guaranty as if set forth in full herein; and (e) the Guarantor does not possess any claims, defenses, offsets, or counterclaims against the enforcement of the Guaranty as of the date hereof, and any and all such claims, defenses, offsets and counterclaims, whether known or unknown, are forever waived and released, and the Guarantor is unconditionally liable under the Guaranty, for the payment and performance of all present and future indebtedness and all other obligations described therein.

16. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principals), including all matters of construction, validity and performance.

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

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

19. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH 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

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THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.


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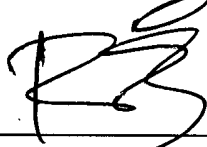
Property of Cook County Clerk's Office

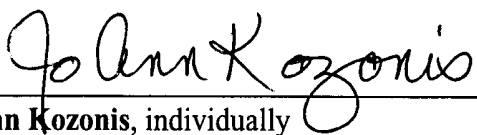
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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.


**Poplar Creek Properties, L.L.C.**, an Illinois limited liability company

By:   
Robert L. Kozonis, Manager

  
Robert L. Kozonis, individually

  
JoAnn Kozonis, individually

**Forest Preserve Plaza L.L.C.**, an Illinois limited liability company

By:   
Robert L. Kozonis, Manager

**First Eagle Bank**

By: 

Its:   
Henry R. August, President

Property of Cook County Clerk's Office



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

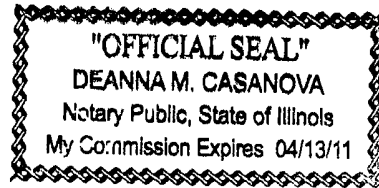
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert L. Kozonis, personally known to me to be a manager of **Poplar Creek Properties, L.L.C.**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and 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 notarial seal this 8 day of September, 2009.

*Deanna M. Casanova*

Notary Public

My Commission Expires: 04/13/11



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

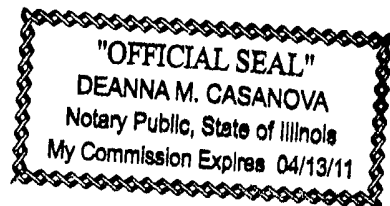
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Robert L. Kozonis** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 8 day of September 2009.

*Deanna M. Casanova*

Notary Public

My Commission Expires: 04/13/11



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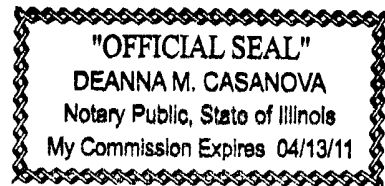
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **JoAnn Kozonis** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 8 day of September, 2009.

Deanna M. Casanova  
Notary Public

My Commission Expires: 04/13/11



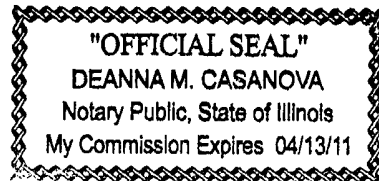
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert L. Kozonis, personally known to me to be a manager of **Forest Preserve Plaza L.L.C.**, an Illinois limited liability company, and 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, sealed and delivered the said instrument as such manager of said limited liability company, pursuant to authority, given by the members of said limited liability company, as his own and 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 notarial seal this 8 day of September 2009.

Deanna M. Casanova  
Notary Public

My Commission Expires: 04/13/11



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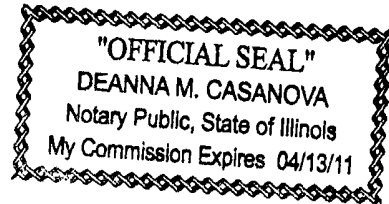
STATE OF ILLINOIS     )  
  )  
  )     SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kenneth Petropoulos, of **First Eagle Bank**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice President, 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 bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of September, 2009.

Deanna M. Casanova  
Notary Public

My Commission Expires: 04/13/11



**UNOFFICIAL COPY****EXHIBIT "A"****IRVING PREMISES**

PINS: 12-24-204-022  
12-24-204-024

ADDRESS: 7305-31 West Irving Park Road, Chicago, Illinois

LOTS 1 TO 2 (BOTH INCLUSIVE) AND THAT PART OF THE NORTH 1/2 OF THE VACATED ALLEY SOUTH AND ADJOINING THE LAND IN BLOCK 1 IN VOLK BROTHERS IRVING PARK BOULEVARD SUBDIVISION BEING A SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE WEST 10 FEET THEREOF) AND EXCEPT THE RIGHT OF WAY OF THE C.T.T.R.R. AND ALSO EXCEPT THAT PART OF LOT 1 AFORESAID CONVEYED TO COOK COUNTY, ILLINOIS, STATE OF ILLINOIS FOR HIGHWAY PURPOSES;

ALSO

LOT 18, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE SOUTHWESTERLY CORNER OF SAID LOT 18, A DISTANCE OF 18.12 FEET; THENCE CONTINUING ALONG A LINE PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT 18, A DISTANCE OF 70.72 FEET, TO A POINT IN THE NORTH LINE OF SAID LOT 18, THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE OF SAID LOT 18, A DISTANCE OF 21.13 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 18; THENCE CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID LOT 18, A DISTANCE OF 81.70 FEET TO A POINT OF BEGINNING AND THAT PART OF THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING THE LAND IN BLOCK 1, IN VOLK BROTHERS IRVING PARK BOULEVARD SUBDIVISION, BEING A SUBDIVISION IN THE NORTH EAST FRACTION 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE WEST 10 FEET THEREOF) AND EXCEPT THE RIGHT OF WAY OF THE C.T.T.R.R. AND ALSO EXCEPT THAT PART OF LOT 1 AFORESAID CONVEYED TO COOK COUNTY, ILLINOIS, THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "B"

### HOFFMAN PREMISES

PIN: 07-07-400-061  
07-07-400-062  
07-07-400-063

ADDRESS: 3 vacant lots in Hoffman Estates, IL

LOTS 2, 3 AND 4, IN POPLAR CREEK OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1993 AS DOCUMENT 93747914, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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## EXHIBIT "C"

### OVERBROOK PREMISES

PIN: 01-26-104-007

ADDRESS: 17 Overbrook, South Barrington, Illinois 60010

LOT 25 IN SUNSET RIDGE FARMS, UNIT NUMBER 6, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1977 AS DOCUMENT NUMBER 24139647, IN COOK COUNTY, ILLINOIS.