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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
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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 2036367 09/18/09 1/2

SEVENTH MODIFICATION AGREEMENT

THIS SEVENTH MODIFICATION AGREEMENT (hereinafter referred to as the "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 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**, formerly known as First Eagle National Bank ("Lender").

WITNESSETH:

WHEREAS, on December 18, 2001, Lender made a loan to RWP 5250, L.L.C., an Illinois limited liability company ("RWP"), in the original principal amount of One Million Seven Hundred and 00/100 Dollars (\$1,700,000.00) (as assumed, modified, restated, divided, consolidated or replaced from time to time, the "Loan"), as evidenced by that certain mortgage note dated December 18, 2001 in the amount of \$1,700,000.00 (the "Original Note"), which Loan is secured by the following documents (the following documents and any and all other instruments executed by any Obligor, as amended, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"):

- (i) 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 ("Trustee"), in favor of Lender, recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), as Document No. 0020029946 (the "Mortgage") on property commonly known as 3 vacant lots in Hoffman Estates, Illinois and legally described on **Exhibit "A"** attached hereto and made a part hereof (the "Premises");
- (ii) 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 (the "Assignment");

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- (iii) guaranty dated as of December 18, 2001 made by Guarantors in favor of Lender (the "Guaranty"); and
- (iv) environmental indemnity agreement dated as of December 18, 2001 made by Guarantors in favor of Lender.

WHEREAS, the principal amount of the Loan was increased to \$2,200,000.00 and its maturity date was extended to August 31, 2005, pursuant to that certain amended and restated mortgage note dated as of August 1, 2003, made by RWP in favor of Lender (the "Replacement Note"), and the Loan Documents were modified pursuant to that certain modification agreement dated as of August 1, 2003 by and among RWP, Borrower, Guarantors, Trustee and Lender, and recorded in the Recorder's Office as Document No. 0400819084, whereby the Original Note was restated and replaced with the Replacement Note and the Loan Documents were modified to (i) reflect the increase in the principal amount of the Loan to \$2,200,000.00, (ii) reflect the extension of the maturity date of the Loan to August 31, 2005, and (iii) make certain other changes to the Loan and the Loan Documents.

WHEREAS, at the direction of the beneficiaries of the Trustee, the Trustee conveyed the Premises to Borrower, and Borrower assumed the duties and obligations of Trustee under the Mortgage and the Assignment pursuant to that certain assumption and modification agreement dated as of August 9, 2004, by and among Borrower, Guarantors, RWP and Lender, and recorded in the Recorder's Office as Document No. 0426421037.

WHEREAS, pursuant to that certain assumption and modification agreement by and among Borrower, Guarantors and Lender dated as of August 31, 2005, and recorded in the Recorder's Office as Document No. 0531241059, the Loan was further modified to provide for, among other modifications, (i) the assumption by Borrower of the obligations of RWP under the Replacement Note, (ii) the restructuring of the Loan into two separate notes, a \$1,100,000.00 amended and restated mortgage note dated as of August 31, 2005 made by Borrower in favor of Lender (as modified, restated or replaced from time to time, the "2005 Revolving Note") and a \$1,100,000.00 amended and restated mortgage note dated as of August 31, 2005 made by Borrower in favor of Lender (as modified, restated or replaced from time to time, the "2005 Term Note"), and (iii) the extension of the maturity date of the Loan to August 31, 2007.

WHEREAS, the maturity dates of the 2005 Revolving Note and the 2005 Term Note were both extended from August 31, 2007 to August 31, 2008 pursuant to that certain fourth amendment to loan documents dated as of August 31, 2007 by and among Borrower, Guarantors and Lender, and recorded in the Recorder's Office as Document No. 0727041002.

WHEREAS, the 2005 Revolving Note has been repaid in full, and cancelled by Lender.

WHEREAS, the Loan was modified and increased to a new principal amount of \$2,200,000.00 pursuant to that certain fifth modification agreement dated as of May 19, 2008, by and among Borrower, Guarantors and Lender, and recorded in the Recorder's Office as Document No. 0817201041, whereby (i) the principal sum of the Loan was increased, as aforesaid, (ii) additional collateral was pledged to secure the Loan, and (iii) the following additional note and Loan Documents were executed: (a) that certain promissory note dated May 19, 2008, in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00),

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payable to Lender in monthly installments of accrued interest, with a final balloon payment of all accrued but unpaid interest, and all principal, on August 31, 2008 (as modified, restated or replaced from time to time, the "2008 Term Note"), (b) that certain mortgage dated May 19, 2008 (as modified from time to time, the "Irving Mortgage") made by Forest in favor of Lender, encumbering the property commonly known as 7305-31 West Irving Park Road, Chicago, Illinois, and legally described on **Exhibit "B"** attached hereto (the "Irving Premises"), (c) that certain assignment of rents dated May 19, 2008 made by Forest in favor of Lender, encumbering the Irving Premises, and (d) such further documents as Lender required to evidence and secure the Loan.

WHEREAS, the Loan was modified pursuant to that certain sixth modification agreement dated as of July 31, 2008, by and among Borrower, Guarantors and Lender, and recorded in the Recorder's Office as Document No. 0826350035, whereby, the (i) maturity dates of each of the 2008 Term Note and the 2005 Term Note were extended to August 31, 2009, and (b) the interest rates charged on each of the 2008 Term Note and the 2005 Term Note were adjusted.

WHEREAS, Borrower has requested that Lender (i) extend the maturity dates of each of the 2008 Term Note and the 2005 Term Note to April 1, 2013, (ii) modify the interest rates charged on each of the 2008 Term Note and the 2005 Term Note to be equal to the 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 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 lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there are no existing mortgages or other liens subsequent to the lien of the Mortgage held by 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:**

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 \$964,659.91. The 2005 Term Note is hereby modified as follows:

a. Effective as of August 31, 2009, the first paragraph on page 1 of the 2005 Term Note is hereby amended and restated in its entirety to read as follows:

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“FOR VALUE RECEIVED, POPLAR CREEK PROPERTIES, L.L.C., an Illinois limited liability company (hereinafter sometimes referred to as “Borrower”), promises to pay to the order of FIRST EAGLE BANK, formerly known as First Eagle National Bank, at its office at 1040 West Lake Street, Hanover Park, Illinois 60133 (hereinafter sometimes referred to as the “Lender”), or such other place as the holder hereof may designate in writing, in the manner provided hereinafter and in the Mortgage securing this Note, the principal sum of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) on or before April 1, 2013 (the “Maturity Date”), with interest from the date hereof remaining from time to time outstanding at the rate of six and one-half percent (6.5%) per annum, which principal sum and interest shall be payable as follows:

(1) monthly installments of principal and interest in the amount of \$7,245.42 on the first (1st) day of October, 2009, and on the first (1st) day of each and every month thereafter to and including March 1, 2013; and

(2) a final payment of principal, interest, and all other sums due and owing pursuant hereto and to the Mortgage and all other documents executed and delivered to secure the principal amount hereof, on the Maturity Date.”

b. The second full paragraph on page 1, which commences “The term “Prime Rate...” is hereby deleted in its entirety.

c. The list of loan documents securing the 2005 Term Note is hereby modified to add the following: a mortgage, security agreement and assignment of rents and leases dated as of August 1, 2009 made by Guarantors in favor of Lender encumbering the Overbrook Premises.

d. The prepayment provision on page two of the 2005 Term Note is hereby amended and restated in its entirety to read as follows:

“Provided that no Event of Default (as hereinafter defined) then exists, Borrower may prepay the principal of this Note in whole, or in part, upon thirty (30) days prior written notice to the Lender or subsequent holder hereof, without penalty.”

e. The following are hereby added as new “Events of Default” under the 2005 Term Note:

“H. If any default shall occur under that certain mortgage note dated December 18, 2001 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, and subsequently assumed by Forest Preserve Plaza L.L.C., an Illinois limited liability company, in favor of Lender (as modified, restated or replaced from time to time, the “2003 Forest Note”), and such default is not cured

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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.

I. If any default shall occur under that certain 5 year eagle equity line of credit agreement dated February 27, 2009 in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) made by Guarantors in favor of Lender (as modified, restated or replaced from time to time, the "Overbrook 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 Overbrook 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 Overbrook Note, other than a payment obligation, and any applicable period of grace specified therein shall have elapsed."

f. The following paragraphs are hereby added to the 2005 Term Note:

"To further secure payment of this Note, the undersigned irrevocably authorizes any attorney to appear in any court of competent jurisdiction for any one or more of the undersigned, at any time after payment of this Note is due, whether by demand, acceleration or otherwise, and confess a joint and several judgment without process, in favor of the Lender against any or all of the undersigned for such amount as may be unpaid or otherwise due hereunder, together with costs and expenses of such proceedings, including attorney's fees. The undersigned hereby waives and releases any and all claims or causes of action which the undersigned might have against any attorney and other persons acting hereunder arising out of or connected with the confession of any judgment. Should the undersigned enter an appearance in such cause of action and commence any proceedings to open or vacate a judgment taken by confession hereunder and seek to defend against that judgment, the undersigned shall be liable for and does hereby agree to pay all expenses of the Lender, including attorney's fees, expenses and court costs incurred in connection with the collection of this Note and enforcement of the Lender's rights under any related agreements.

Any forbearance by Lender in exercising any right or remedy under this Note or any of the other Loan Documents, or otherwise afforded 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

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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 Mortgage is hereby modified as follows:

a. The first "Whereas" paragraph on page 1 is hereby amended and restated in its entirety to read as follows:

WHEREAS, the following mortgage notes (each, as assumed, modified, restated and/or replaced from time to time, individually and collectively hereinafter referred to as a "Note") have been executed and delivered to Mortgagee: (i) an amended and restated mortgage note dated as of August 31, 2005 made by Mortgagor in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) bearing interest at the fixed rate specified therein (as assumed, modified, restated or replaced from time to time, the "2005 Term Note") due in the manner as provided therein and in any event on April 1, 2013, payable to the order of the Mortgagee, the terms and provisions of which 2005 Term Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; (ii) a promissory note dated as of May 19, 2008 made by Mortgagor in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) bearing interest at the fixed rate specified therein (as assumed, modified, restated or replaced from time to time, the "2008 Term Note") due in the manner as provided therein and in any event on April 1, 2013, payable to the order of the Mortgagee, the terms and provisions of which 2008 Term Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length, (iii) a mortgage note dated as of July 31, 2008 made by Forest Preserve Plaza L.L.C., an Illinois limited liability company ("Forest"), in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) bearing interest at the fixed rate specified therein (as assumed, modified, restated or replaced from time to time, the "2008 Forest Note") due in the manner as provided therein and in any event on April 1, 2013, payable to the order of the Mortgagee, the terms and provisions of which 2008 Forest Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length, (iv) a mortgage note 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, and subsequently assumed by Forest, in the original principal amount of One Million Seven Hundred Twenty Thousand and 00/100 Dollars (\$1,720,000.00) bearing interest at the fixed rate specified therein (as assumed, modified, restated or replaced from

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time to time, the "2003 Forest Note"), due in the manner as provided therein and in any event on April 1, 2013, payable to the order of the Mortgagee, the terms and provisions of which 2003 Forest Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length and (v) a 5 year eagle equity line of credit agreement dated as of February 27, 2009 made by Robert L. Kozonis and JoAnn Kozonis, jointly and severally, in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) bearing interest at the fixed rate specified therein (as modified, restated or replaced from time to time the "Kozonis Note") due in the manner as provided therein and in any event on March 15, 2014, payable to the order of the Mortgagee, the terms and provisions of which Kozonis Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length."

- b. The following paragraph is hereby added as new paragraph 44 of the Mortgage:

"44. **Related Party Loans.** Anything contained in this Mortgage or Assignment to the contrary notwithstanding, this Mortgage and the Assignment also secures all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Mortgagee by the Mortgagor and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (a) the Note, (b) the Indebtedness Hereby Secured, and (c) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or hereafter owed by the Mortgagor or any Related Party to Mortgagee, of every kind and nature, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now due or to become due whether direct or indirect, or absolute or contingent, whether several, joint or joint and several, whether liquidated or unliquidated, whether legal or equitable whether disputed or undisputed, whether secured or unsecured, or whether arising under this Mortgage, the Assignment, or any other document or instrument. For purposes of this paragraph, "Related Party" shall mean (w) Mortgagor, (x) each beneficiary of Mortgagor, if Mortgagor is a land trust, (y) the maker of the Note, if other than Mortgagor, and if more than one maker, each co-borrower or co-maker of the Note, other than Mortgagor, and (z) each guarantor of the Note."

- c. The following paragraph is hereby added as new paragraph 45 of the Mortgage:

"45. **Release.** Provided that no Events of Default then exists under any of the Notes, this Mortgage or any of the Loan Documents, upon the payment in full and satisfaction of both the 2005 Term Note and the 2008 Term Note (including, without limitation, the payment of any applicable prepayment premiums, if any), Mortgagee will issue a release of the lien of this Mortgage and all other Loan Documents encumbering the Premises upon the payment to Mortgagee in the amount of an additional One Million and 00/100 Dollars (\$1,000,000.00) above the amount required to pay off both the 2005 Term Note and the 2008 Term Note. The application of the additional payoff funds

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shall be applied by Mortgagee to whichever other loan or loans of Mortgagor or any affiliate of Mortgagee as Mortgagee shall direct, provided, however, Mortgagee agrees that no additional payoff funds shall be applied towards the principal of the 2003 Forest Note, until such time as the 2008 Forest Note has been repaid in full and the Kozonis Note has been paid down to a zero balance and cancelled.”

5. The first “Whereas” paragraph on page 1 of the Assignment is hereby amended and restated in its entirety to read as follows:

“**WHEREAS**, the following mortgage notes (each, as assumed, modified, restated and/or replaced from time to time, hereinafter individually and collectively referred to as a “Note”) have been executed and delivered to FIRST EAGLE BANK (hereinafter referred to as “Assignee”): (a) an amended and restated mortgage note dated August 31, 2005 in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (as assumed, modified, restated or replaced from time to time, the “First Note”) made by Assignor and payable to Assignee; (ii) a promissory note dated May 19, 2008 in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (as assumed, modified, restated or replaced from time to time, the “Second Note”) made by Assignor and payable to Assignee; (iii) a mortgage note dated July 31, 2008 in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) (as assumed, modified, restated or replaced from time to time, the “2008 Forest Note”) made by Forest Preserve Plaza L.L.C., an Illinois limited liability company (“Forest”), and payable to Assignee; (iv) a mortgage note dated March 4, 2003 in the original principal amount of One Million Seven Hundred 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, and subsequently assumed by Forest, and payable to the order of Assignee; and (v) a 5 Year Eagle Equity Line of Credit Agreement dated 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, and payable to the order of Assignee; and”.

6. The Guaranty is hereby modified as follows:

a. Recitals paragraph B on page 1 is hereby amended and restated in its entirety to read as follows:

“B. The Note is secured, inter alia, by the following documents, as the same may be assumed, amended, restated or replaced from time to time (i) that certain junior mortgage and security agreement dated as of December 18, 2001 made by LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to Comerica Bank-Illinois, as Trustee under Trust Agreement dated June 10, 1993 and known as Trust No. 11806 (“Trustee”), to Lender (as assumed by Borrower pursuant to that certain assumption and modification agreement dated as of August 9, 2004, by and among Borrower, RWP 5250, L.L.C., an Illinois limited liability company (“RWP”),

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Guarantors and Lender, and as assumed, modified or amended from time to time, the "Mortgage") encumbering certain real estate commonly known as 3 vacant lots in Hoffman Estates, Cook County, Illinois (the "Hoffman Premises"), (ii) that certain junior assignment of rents and of lessor's interest in leases dated as of December 18, 2001 made by Trustee and Poplar Creek Properties, L.L.C., an Illinois limited liability company, to Lender, encumbering the Hoffman Premises, (iii) that certain mortgage dated as of May 19, 2008 made by Forest Preserve Plaza L.L.C., an Illinois limited liability company ("Forest"), to Lender, encumbering certain real estate commonly known as 7305-31 West Irving Park Road, Chicago, Cook County, Illinois (the "Irving Premises") (the Hoffman Premises and the Irving Premises are hereinafter collectively referred to as the "Premises"), (iv) that certain assignment of rents dated as of May 19, 2008 made by Forest to Lender, encumbering the Irving Premises, (v) that certain mortgage and security agreement dated as of July 31, 2008 made by Forest to Lender, encumbering the Irving Premises, (vi) that certain assignment of rents and of lessor's interest in leases dated as of July 31, 2008 made by Forest to Lender, encumbering the Irving Premises, (vii) that certain 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 (the "1103890 Trust"), and subsequently assumed by Forest, to Lender, encumbering the Irving Premises, (ix) that certain assignment of rents and of lessor's interest in leases dated as of March 4, 2005 made by the 1103890 Trust and Forest, and subsequently assumed by Forest, to Lender, encumbering the Irving Premises, (x) that certain junior mortgage and security agreement dated as of July 31, 2008 made by Borrower to Lender encumbering the Hoffman Premises, (xi) that certain junior assignment of rents and of lessor's interest in leases dated as of July 31, 2008 made by Borrower to Lender encumbering the Hoffman Premises, and (xii) that certain mortgage, security agreement and assignment of rents dated as of February 27, 2009 made by Guarantors to Lender encumbering certain real estate commonly known as 17 Overbrook, South Barrington, Illinois. (Said security documents, together with any and all other documents executed by Borrower, Trustee, RWP, Forest and/or any Guarantor and which secure or relate to the Note, including all assumptions, amendments, modifications, refinancings and/or renewals thereof, are hereinafter collectively referred to as the "Loan Documents")."

- b. The following paragraph is hereby added to the Guaranty:

"The undersigned each irrevocably authorize any attorney to appear in any court of competent jurisdiction for any one or more of the undersigned, at any time after payment of the Note is due, whether by demand, acceleration or otherwise, and confess a joint and several judgment without process, in favor of the Lender against any or all of the undersigned for such amount as may be unpaid or otherwise due thereunder, together with costs and expenses of such proceedings, including attorney's fees. The undersigned each hereby waive and release any and all claims or causes of action which the

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undersigned might have against any attorney and other persons acting hereunder arising out of or connected with the confession of any judgment. Should the undersigned enter an appearance in such cause of action and commence any proceedings to open or vacate a judgment taken by confession hereunder and seek to defend against that judgment, the undersigned shall be liable for and does hereby agree to pay all expenses of the Lender, including attorney's fees, expenses and court costs incurred in connection with the collection of this Guaranty and enforcement of the Lender's rights under any related agreements."

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

8. The Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the 2005 Term Note, as hereby modified, and this Modification Agreement.

9. Except for the modifications stated herein, the 2005 Term Note and other Loan Documents are not otherwise changed, modified or amended. Except as expressly provided herein, the 2005 Term Note and the 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 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 2005 Term Note and the other Loan Documents, to forgive or waive any violation, default or breach under the 2005 Term Note or the other Loan Documents, or to obligate Lender in any manner to make any further extensions of credit other than as expressly set forth herein.

10. Contemporaneously with or prior to the execution of this Modification Agreement by Lender, Obligors shall pay to Lender a loan extension and modification 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 2005 Term Note).

11. The Premises described in the Mortgage and the Irving Premises described in the Irving Mortgage shall remain in all events subject to the liens, charges or encumbrances of such mortgages, or conveyances of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to effect the liens, charges or encumbrances of, or warranties of title in, or conveyances effected by such mortgages, or the priority thereof over liens, charges, 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

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under or on account of the 2005 Term Note and/or the other Loan Documents, 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.

12. Each Obligor hereby ratifies and confirms his, her or its respective obligations and liabilities under the 2005 Term Note, the Guaranty and the other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that he, she or it have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the 2005 Term Note, the Guaranty and the other 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 regard to the 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.

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

14. This Modification Agreement 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.

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

16. 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.

17. 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

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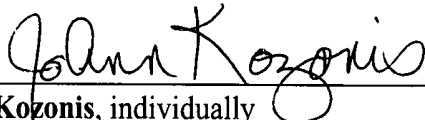
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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

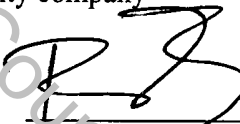
Poplar Creek Properties, L.L.C., an Illinois limited liability company

By: 
Robert L. Kozonis, Manager


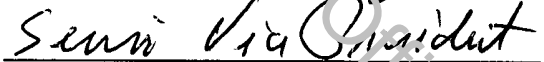

Robert L. Kozonis, individually


JoAnn Kozonis, individually

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

By: 
Robert L. Kozonis, Manager

First Eagle Bank

By: 
Its: 

Property of Cook County Clerk's Office

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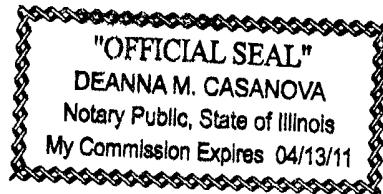
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

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



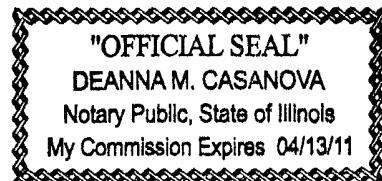
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

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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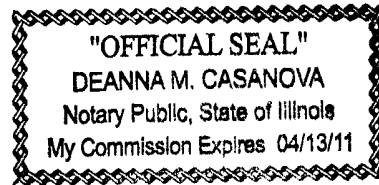
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

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



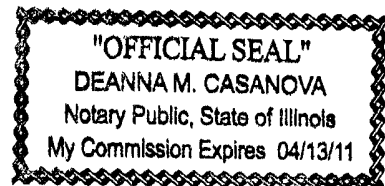
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

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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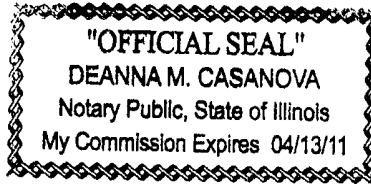
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

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



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EXHIBIT "A"

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.

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EXHIBIT "B"

IRVING PREMISES

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

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

LOTS 1 TO 8 (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 "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.