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and after recording, return to:

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150 South Wacker Drive, Suite 2900
Chicago, IL 60606



Doc#: 0929918072 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2009 12:56 PM Pg: 1 of 18

Permanent Tax Index Number(s):

14-08-204-008-0000
14-08-204-007-0000
14-05-401-032-0000
15-20-107-035-0000
01-32-206-040-0000
15-21-324-015-0000
15-29-113-054-0000
05-06-308-036-0000

Property Address:

5427-5437 N. Broadway Ave., Chicago, IL 60640
5812 N. Kenmore Ave., Chicago, IL 60640
5437 N. Broadway Ave., Chicago, IL 60640
5439 N. Broadway Ave., Chicago, IL 60640
1321 Heidorn Ave., Westchester, IL 60154
1444 Marshview Ct., West Chicago, IL
2130 Westchester Blvd., Westchester, IL
11048 Nelson St., Westchester, IL
393 Sunset Lane, Glencoe, IL

FIRST MODIFICATION TO LOAN DOCUMENTS

THIS FIRST MODIFICATION TO LOAN DOCUMENTS (this "Modification") is made and entered into effective as of October 16, 2009 but deemed effective as of February 28, 2009, by and among 5427-5437 N. BROADWAY, L.L.C., an Illinois limited liability company ("5427 Borrower"), 5437 N. BROADWAY, LLC, an Illinois limited liability company ("5437 Borrower"), 5439 N. BROADWAY, LLC, an Illinois limited liability company ("5439 Borrower", together with 5427 Borrower and 5437 Borrower being referred to, individually, as a "Borrower" and collectively, as the "Borrowers") with an address of 393 Sunset Lane, Glencoe, Illinois 60022, Konstantinos Armiros, an individual ("Armiros"), Christos Kapetaneas, an individual ("Christos"), Lela Kapetaneas, an individual ("Lela"), John Alexandrakis, an individual ("John A"), Georgia Alexandrakis, an individual ("Georgia"), John Kapetaneas ("John K"), 5800 Kenmore Building Management Group, an Illinois general partnership ("Kenmore", together with Armiros, Christos, Lela, John A, Georgia, John K, 5427 Borrower in its capacity as a guarantor, 5437 Borrower in its capacity as a guarantor and 5439 Borrower in its capacity as a guarantor, being referred to individually herein as a "Guarantor" and collectively, as the "Guarantors") and INLAND HIGH LEVERAGE CAPITAL CORPORATION, a national banking association, whose address is 2901 Butterfield Road, Oak Brook, Illinois 60523 (the "Lender").

UNOFFICIAL COPY**WITNESSETH:**

A. Lender and 5427 Borrower heretofore have been parties to the following agreements, documents and instruments, each dated as of February 28, 2008 unless otherwise stated: (a) Loan and Security Agreement (the "5427 Loan Agreement"); (b) Draw Note in the principal amount of Five Hundred Fifty-Three Thousand Eight Hundred and No/100 Dollars (\$553,800.00) made by 5427 Borrower in favor of Lender, together with all modifications, supplements, amendments, restatements or extensions thereto or thereof (the "5427 Note"); (c) the Junior Mortgage and Security Agreement (the "5427 Mortgage") made by 5427 Borrower in favor of Lender and recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on March 11, 2008 as document number 0807126066 with respect to the real property identified on Exhibit A thereto (the "5427 Property"); (d) the Junior Assignment of Leases and Rents (the "5427 Assignment") made by 5427 Borrower in favor of Lender and recorded in the Recorder's Office on March 11, 2008 as document number 0807126067 with respect to the 5427 Property and (e) the balance of the other "Documents" (as defined in the 5427 Loan Agreement) and instruments delivered in connection therewith.

B. Lender and 5437 Borrower heretofore have been parties to the following agreements, documents and instruments, each dated as of February 28, 2008 unless otherwise stated: (a) Loan and Security Agreement (the "5437 Loan Agreement"); (b) Term Note in the principal amount of Eighty-Four Thousand and No/100 Dollars (\$84,000.00) made by 5437 Borrower in favor of Lender, together with all modifications, supplements, amendments, restatements or extensions thereto or thereof (the "5437 Note"); (c) the Junior Mortgage and Security Agreement (the "5437 Mortgage") made by 5437 Borrower in favor of Lender and recorded in the office of the Recorder's Office on March 11, 2008 as document number 0807126063 with respect to the real property identified on Exhibit A thereto (the "5437 Property"); (d) the Junior Assignment of Leases and Rents (the "5437 Assignment") made by 5437 Borrower in favor of Lender and recorded in the Recorder's Office on March 11, 2008 as document number 0807126064 with respect to the 5437 Property and (e) the balance of the other "Documents" (as defined in the 5437 Loan Agreement) and instruments delivered in connection therewith.

C. Lender and 5439 Borrower heretofore have been parties to the following agreements, documents and instruments, each dated as of February 28, 2008 unless otherwise stated: (a) Loan and Security Agreement (the "5439 Loan Agreement"), (b) Term Note in the principal amount of Sixty-Two Thousand Two Hundred and No/100 Dollars (\$62,200.00) made by 5439 Borrower in favor of Lender, together with all modifications, supplements, amendments, restatements or extensions thereto or thereof (the "5439 Note"), (c) the Junior Mortgage and Security Agreement (the "5439 Mortgage") made by 5439 Borrower in favor of Lender and recorded in the office of the Recorder's Office on March 11, 2008 as document number 0807126060 with respect to the real property identified on Exhibit A thereto (the "5439 Property"); (d) the Junior Assignment of Leases and Rents (the "5439 Assignment") made by 5439 Borrower in favor of Lender and recorded in the Recorder's Office on March 11, 2008 as document number 0807126061 with respect to the 5439 Property and (e) the balance of the other "Documents" (as defined in the 5439 Loan Agreement) and instruments delivered in connection therewith (collectively, the "5439 Loan Documents").

D. Each of the Guarantors entered into a separate guaranty dated February 28, 2008 guarantying the obligations of 5427 Borrower under the 5427 Note (collectively, the "5427 Guaranties"), the obligations of 5437 Borrower under the 5437 Note (collectively, the "5437 Guaranties") and the obligations of 5439 Borrower under the 5439 Note (collectively, the "5439

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Guaranties", together with the 5427 Guaranties and the 5437 Guaranties, being referred to herein, individually, as a "Guaranty" and collectively, as the "Guaranties".

E. Armiros secured each of his guaranties with that certain Mortgage and Security Agreement dated February 28, 2008 in favor of Lender and recorded in the Recorder's Office on March 24, 2008 as document number 0808431065, again on March 24, 2008 as document number 0808431066 and again on April 10, 2008 as document number 0810134091 with respect to the real property commonly known as 393 Sunset Lane, Glencoe, Illinois. Christos and Lela secured each of their guaranties with that certain Mortgage and Security Agreement dated February 28, 2008 in favor of Lender and recorded in the Recorder's Office on March 24, 2008 as document number 0808431069 with respect to the real property commonly known as 2130 Westchester Blvd., Westchester, Illinois 60154. John A secured each of his guaranties with that certain Mortgage and Security Agreement dated February 28, 2008 in favor of Lender and recorded in the Recorder's Office on March 24, 2008 as document number 0808431067 with respect to the real property commonly known as 11048 Nelson Street, Westchester, Illinois 60154. Georgia secured each of her guaranties with that certain Mortgage and Security Agreement dated February 28, 2008 in favor of Lender and recorded in the Recorder's Office on March 24, 2008 as document number 0808431068 with respect to the real property commonly known as 1321 Heidorn, Westchester, Illinois 60154. John K secured each of his guaranties with that certain Mortgage and Security Agreement dated February 28, 2008 in favor of Lender and recorded in the office of the DuPage County Recorder on March 18, 2008 as document number R2008-043688 with respect to the real property commonly known as 1444 Marshview Court, West Chicago, Illinois 60185. 5427 Borrower secured each of its guaranties with the 5427 Mortgage. 5437 Borrower secured each of its guaranties with the 5437 Mortgage. 5439 Borrower secured each of its guaranties with the 5439 Mortgage. The mortgages identified in this paragraph are hereinafter referred to, collectively, as the "Guarantor Mortgages".

The 5427 Loan Agreement, the 5437 Loan Agreement and the 5439 Loan Agreement are hereinafter referred to, individually, as a "Loan Agreement" and collectively, as the "Loan Agreements". The 5427 Loan Documents, the 5427 Guaranties, the 5437 Loan Documents, the 5437 Guaranties, the 5439 Loan Documents, the 5439 Guaranties and the Guarantor Mortgages, as the same may have been amended, restated, extended and/or modified from time to time are hereinafter referred to collectively, as the "Loan Documents".

F. At the present time Borrowers, Guarantors and Lender are agreeable to modify the Loan Documents to, among other things, (i) extend the maturity date of the 5427 Note, the 5437 Note and the 5439 Note (collectively, the "Notes") from February 28, 2009 to October 1, 2010, (ii) provide for the accrual of interest on the Notes from June 5, 2008 until October 1, 2009 at a rate of 4.0% per annum, (iii) add the interest accrued to the date of this Modification to the principal balance of the Notes and amend the Notes to provide that interest shall accrue on said balance at the rate of 4.0% from October 2, 2009 until October 16, 2010, and (iv) modify the Loan Documents to reflect all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof through the date hereof pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower, Guarantors and Lender hereby agree as follows:

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1. AGREEMENTS

1.1 RECITALS. The foregoing Recitals are hereby made a part of this Modification.

1.2 DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the respective Loan Agreement.

2. AMENDMENTS TO LOAN DOCUMENTS.

2.1 Amendment to Maturity Date/Notes. The Maturity Date of the Notes is hereby extended from February 28, 2009 to October 16, 2010. All references in the Loan Documents to "February 28, 2009" are hereby replaced with "October 16, 2010". All references in the Loan Documents to the "Maturity Date" shall mean October 16, 2010. All references in the Loan Documents to the "Notes" shall mean the Notes as amended by this Modification.

3. AMENDMENT TO THE NOTES. Each of the Notes is hereby modified as follows:

3.1 Amendment to 5427 Note. Interest shall accrue on the 5427 Note from June 5, 2008 through October 1, 2009 at the rate of 4.0% which amount equals \$22,707.19. Said amount is added to the principal balance of the 5427 Note as of October 1, 2009 resulting in a new balance of \$445,822.60. The outstanding balance of the 5427 Note from October 1, 2009 through the date of this Modification shall bear interest at the per annum rate of 4.0% resulting in accrued and unpaid interest in the amount of \$743.04. Prior to the occurrence of an Event of Default, the outstanding principal balance of the 5427 Note will bear interest at a per annum rate of 4.0%. Principal and interest payments will continue to be due and payable according to the terms of the 5427 Note.

3.2 Amendment to 5437 Note. Interest shall accrue on the 5437 Note from June 5, 2008 through October 1, 2009 at the rate of 4.0% which amount equals \$4508.00. Said amount is added to the principal balance of the 5437 Note as of October 1, 2009 resulting in a new balance of \$88,508.00. The outstanding balance of the 5437 Note from October 1, 2009 through the date of this Modification shall bear interest at the per annum rate of 4.0% resulting in accrued and unpaid interest in the amount of \$147.51. Prior to the occurrence of an Event of Default, the outstanding principal balance of the 5437 Note will bear interest at a per annum rate of 4.0%. Principal and interest payments will continue to be due and payable according to the terms of the 5437 Note.

3.3 Amendment to 5439 Note. Interest shall accrue on the 5439 Note from June 5, 2008 through October 1, 2009 at the rate of 4.0% which amount equals \$3,338.07. Said amount is added to the principal balance of the 5439 Note as of October 1, 2009 resulting in a new balance of \$65,538.07. The outstanding balance of the 5439 Note from October 1, 2009 through the date of this Modification shall bear interest at the per annum rate of 3.5% resulting in accrued and unpaid interest in the amount of \$109.23. Prior to the occurrence of an Event of Default, the outstanding principal balance of the 5439 Note will bear interest at a per annum rate of 4.0%. Principal and interest payments will continue to be due and payable according to the terms of the 5439 Note.

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4. WAIVER OF DEFAULT.

Borrowers have failed to make the regularly scheduled monthly payments as set forth in the Notes (the "Default"). Borrowers and Guarantors agree and acknowledge that, as a result of the occurrence of the Default, an Event of Default has occurred and is continuing under the Loan Agreement and the other Loan Documents. Borrowers and Guarantors have therefore requested that Lender waive the foregoing Event of Default.

Lender hereby waives: (a) the Event of Default occurring by reason of Borrowers' failure to make the regularly scheduled monthly payments under the Notes, and (b) Lender's remedies under the Loan Agreement with respect to the Default and the subsequent Event of Default. This waiver shall be narrowly construed and shall neither extend to any other violations under, or default of, the Loan Agreement, including but not limited to, a violation of the Leverage covenant for any future period of time, nor shall this waiver prejudice any rights or remedies which Lender may have or be entitled to with respect to such future violations or defaults.

5. REAFFIRMATION OF GUARANTIES.

Each of the Guarantors hereby expressly: (a) consents to the execution by Borrowers and Lender of this Modification; (b) acknowledges that the liabilities guaranteed in its Guaranties (the "Borrower's Liabilities") includes all of the obligations and liabilities owing from time to time by Borrowers to Lender, including, but not limited to, the obligations and liabilities of Borrowers to Lender under and pursuant to the Loan Agreement, as amended from time to time; (c) acknowledges that such Guarantor does not have any set-off, defense or counterclaim to the payment or performance of any of the obligations of Borrowers under the Loan Agreements or such Guarantor under their respective Guaranties; (d) reaffirms, assumes and binds themselves in all respects to all of the obligations, liabilities, duties, covenants, terms and conditions that are contained in their respective Guaranties; (e) agrees that all such obligations and liabilities under their respective Guaranties shall continue in full force and that the execution and delivery of this Modification to, and its acceptance by, Lender shall not in any manner whatsoever (i) impair or affect the liability of any Guarantor to the Lender under their respective Guaranties, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of Lender at law, in equity or by statute, against any Guarantor pursuant to their respective Guaranties, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to the Lender by any Guarantor under their respective Guaranties; and (f) represents and warrants that each of the representations and warranties made by such Guarantor in any of the documents executed in connection with the Loans remain true and correct as of the date hereof.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Organization. Each Borrower is a limited liability company duly organized, existing and in good standing under the laws of the State of Illinois, with full and adequate company power to carry on and conduct its business as presently conducted. Each Borrower is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities require such qualification or licensing. The Articles of Organization, Operating Agreement and Resolutions and Incumbency Certificate of each Borrower have not been changed or amended since the most recent date that certified copies thereof were delivered to Lender. The exact legal name of each Borrower is as set forth in the preamble of this Modification, and no Borrower currently conducts, nor has it during the last five (5) years conducted, business under

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any other name or trade name. No Borrower will change its name, its organizational identification number, if it has one, its type of organization, its jurisdiction of organization or other legal structure.

6.2 Authorization. Each Borrower is duly authorized to execute and deliver this Modification and is and will continue to be duly authorized to borrow monies under the Loan Agreement, as amended hereby, and to perform its obligations under the Loan Agreement, as amended hereby.

6.3 No Conflicts. The execution and delivery of this Modification and the performance by each Borrower of its obligations under the Loan Agreement, as amended hereby, do not and will not conflict with any provision of law or of the Articles of Organization or Operating Agreement of each Borrower or of any agreement binding upon such Borrower.

6.4 Validity and Binding Effect. The Loan Agreement, as amended hereby, is a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

6.5 Compliance with Loan Agreement. The representation and warranties set forth in the Loan Agreement, as amended hereby, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, with the exception that all references to the financial statements shall mean the financial statements most recently delivered to Lender and except for such changes as are specifically permitted under the Loan Agreement. In addition, except for the Default, each Borrower has complied with and is in compliance with all of the covenants set forth in the Loan Agreement, as amended hereby.

6.6 No Event of Default. As of the date hereof and except for the Event of Default occurring as a result of the Default, no Event of Default under the Loan Agreement, as amended hereby, or event or condition which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

6.7 No Subordinated Debt Default. As of the date hereof, no default under any of the documents evidencing or securing any subordinated debt, or event or condition which, with the giving of notice or the passage of time, or both, would constitute a default under any of the documents evidencing or securing any subordinated debt, has occurred or is continuing.

6.8 Release and Waiver. No Borrower possesses (or has knowledge of) any claims, defenses, offsets or counterclaims against Lender (or its officers, directors, members, shareholders, employees or agents) relating to this Modification or the Loan Documents. In the event there exists any facts that would give rise to any claim, defense, offset or counterclaim against or with respect to the enforcement of this Modification or the Loan Documents, Borrowers hereby unconditionally, irrevocably, and unequivocally waive and fully release Lender (and its officers, directors, shareholders, employees or agents) of any such claim, defense, offset or counterclaim to the same extent as if such claims were the subject of a lawsuit adjudicated to conclusion and dismissed therein with prejudice.

6.9 Omnibus Amendment. Each of the Loan Documents shall be deemed amended to give effect to the provisions of this Modification without need for referencing each of the Loan Documents by name. Without limiting the generality of the foregoing, Borrowers and Lender

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acknowledge that the term "Documents" shall mean all of the Loan Documents as modified by this Modification (and any notes, amendments and agreements delivered in connection herewith). Additionally, as used in the other Loan Documents, the term "Documents" and/or "Loan Documents" shall now be deemed to include this Modification and any other documents, instruments or agreements executed in connection herewith.

7. CONDITIONS PRECEDENT.

This Modification shall become effective as of the date above first written after receipt by Lender of the following:

7.1 Modification. This Modification executed by Borrowers, the Guarantors and Lender.

7.2 Resolutions. A certified copy of resolutions of the Managers of Borrowers and the General Partner of 5800 Kenmore Building Management Group authorizing the execution, delivery and performance of this Modification and the related loan documents.

7.3 Other Documents. Such other documents, certificates, resolutions and/or opinions of counsel as Lender may request, including date down endorsements for each title policy.

8. GENERAL

8.1 Governing Law; Severability. This Modification shall be construed in accordance with and governed by the laws of Illinois. Wherever possible each provision of the Loan Agreement and this Modification shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Loan Agreement and this Modification shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Loan Agreement and this Modification.

8.2 Successors and Assigns. This Modification shall be binding upon Borrowers, the Guarantors and Lender and their respective successors and assigns, and shall inure to the benefit of Borrowers, the Guarantors and Lender and the successors and assigns of Lender.

8.3 Continuing Force and Effect of Loan Documents and Guaranties. Except as specifically modified or amended by the terms of this Modification, all other terms and provisions of the Loan Agreement and the other Loan Documents are incorporated by reference herein, and in all respects, shall continue in full force and effect. Borrowers, by execution of this Modification, hereby reaffirm, assume and bind themselves to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Loan Agreement and the other Loan Documents. Each of the Guarantors, by execution of this Modification, hereby reaffirms, assumes and binds themselves to all of the obligations, duties, rights, covenants, terms and conditions that are contained in their respective Guaranties.

8.4 References to Loan Agreement. Each reference in the Loan Agreement to "this Agreement", "hereunder", "hereof", or words of like import, and each reference to the Loan Agreement in any and all instruments or documents delivered in connection therewith, shall be deemed to refer to the Loan Agreement, as amended hereby.

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8.5 Expenses. Borrowers shall pay all costs and expenses in connection with the preparation of this Modification and other related loan documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of Lender or any affiliate or parent of Lender. Borrowers shall pay any and all stamp and other taxes, UCC search fees, filing fees, recording charges, title insurance charges and other costs and expenses in connection with the execution and delivery of this Modification and the other instruments and documents to be delivered hereunder, and agrees to save Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

8.6 Counterparts. This Modification may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

8.7 Jury Waiver. BORROWERS, GUARANTORS AND LENDER IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (a) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS MODIFICATION OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith; OR (b) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS MODIFICATION OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Modification as of the date first above written.

BORROWER:

5427-5437 N. BROADWAY, LLC, an Illinois limited liability company

By: [Signature]
Name: [Signature]
Title: [Signature]

5437 N. BROADWAY, LLC, an Illinois limited liability company

By: [Signature]
Name: [Signature]
Title: [Signature]

5439 N. BROADWAY, LLC, an Illinois limited liability company

By: [Signature]
Name: [Signature]
Title: [Signature]

LENDER:

Inland High Leverage Capital Corporation

By: [Signature]
Its: Assistant Vice President

GUARANTORS:

[Signature]
Konstantinos Anniros, an individual

[Signature]
Christos Kapetaneas, an individual

[Signature]
Lela Kapetaneas, an individual

[Signature]
John Alexandrakis, an individual

[Signature]
Georgia Alexandrakis, an individual

[Signature]
John Kapetaneas

5800 Kenmore Building Management Group, an Illinois general partnership

By: [Signature]
Name: [Signature]
Title: One of Its General Partners

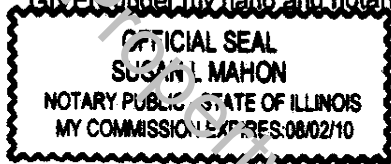
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Borrower Acknowledgements:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Arminios Konstantinos, the Manager of 5427-5437 N. BROADWAY, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own 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 20 day of October, 2009.



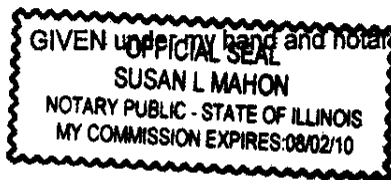
Susan L. Mahon
Notary Public

My Commission Expires: 8-2-10

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Arminios Konstantinos, the Manager of 5437 N. BROADWAY, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own 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 20 day of October, 2009.



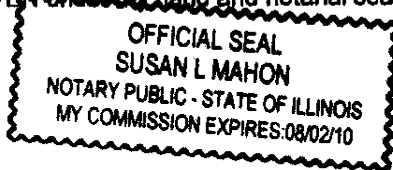
Susan L. Mahon
Notary Public

My Commission Expires: 8-2-10

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Arminios Konstantinos, the Manager of 5439 N. BROADWAY, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own 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 20 day of October, 2009.



Susan L. Mahon
Notary Public

My Commission Expires: 8-2-10

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Guarantor Acknowledgements:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Konstantinos Armiros, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of October, 2009.



Susan L. Mahon
Notary Public

My Commission Expires: 8-2-10

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Christos Kapetaneas, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of October, 2009.



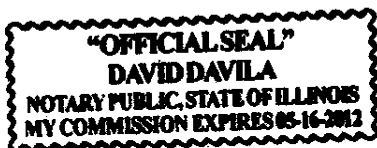
David Davila
Notary Public

My Commission Expires: 05/16/2012

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my hand and notarial seal this 20th day of October, 2009.



David Davila
Notary Public

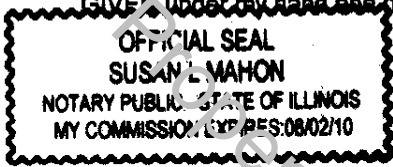
My Commission Expires: 05/16/2012

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Guarantor Acknowledgements (continued):


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John Alexandrakis, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of October, 2009.
 Susan L. Mahon
Notary Public
My Commission Expires: 8.2.10

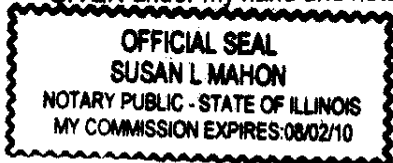
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my hand and notarial seal this 20th day of OCTOBER, 2009.
 David Davila
Notary Public
My Commission Expires: 05/16/2012

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John Kapetaneas, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of October, 2009.
 Susan L. Mahon
Notary Public
My Commission Expires: 8.2.10

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Guarantor Acknowledgements (continued):

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Konstantinos, Arinos, the General Partner of 5800 Kenmore Building Management Group, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own 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 20 day of October, 2009.

Susan L. Mahon
Notary Public

My Commission Expires: 8-2-10



Lender Acknowledgment:

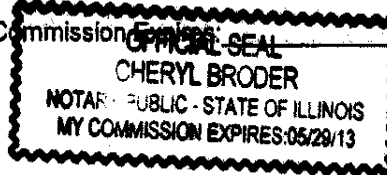
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ryan Weiss of Inland High Leverage Capital Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Ryan Weiss, appeared before me this day in person and acknowledged that he signed and delivered 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 22 day of October, 2009.

Cheryl Broder
Notary Public

My Commission Expires: _____



UNOFFICIAL COPY

Exhibit A

LEGAL DESCRIPTION OF REAL ESTATE

5427 - 5437

PARCEL 1:

LOT 20 AND THE SOUTH 25.00 FEET OF LOT 21 IN BLOCK 4 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNIT 2 IN THE BROADWAY VILLAGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE.

LOT 22 EXCEPT THE WEST 80 FEET OF THE NORTH 25.25 FEET AND THE NORTH HALF OF LOT 21 (EXCEPT THAT PORTION THEREOF, DEDICATED, USED OR CLAIMED AS A PUBLIC ALLEY) IN BLOCK 4 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 26, 2008 AS DOCUMENT 0805703096, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AND AS IT MAY BE FURTHER AMENDED FROM TIME TO TIME.

PARCEL 3:

EASEMENT(S) FOR THE BENEFIT OF PARCELS 1 FOR IMPRESS AND EGRESS AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED JUNE 28, 2007 AS DOCUMENT 0717922041, AS AMENDED AND RESTATED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED FEBRUARY 26, 2008 AS DOCUMENT 0805703095.

PIN: 14-08-204-008-0000 (AFFECTS PARCEL 1)

PIN: 14-08-204-007-0000 (AFFECTS PARCEL 2 AND OTHER PROPERTY)

COMMONLY KNOWN AS: 5427 - 5437 N. BROADWAY AVE., CHICAGO, IL

PARCEL 4:

LOT 9 IN BLOCK 2 IN COCHRAN'S ADDITION TO EDGEWATER IN THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-05-401-038-0000

COMMONLY KNOWN AS: 5812 N. KENMORE AVE., CHICAGO, IL

UNOFFICIAL COPY

5437

PARCEL 1:

UNIT 1 IN THE BROADWAY VILLAGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 22 (EXCEPT THE WEST 80.00 FEET OF THE NORTH 25.25 FEET) AND THE NORTH ¼ OF LOT 21 (EXCEPT THAT PORTION THEREOF DEDICATED, USED OR CLAIMED AS A PUBLIC ALLEY) IN BLOCK 4 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST ¼ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 26, 2008 AS DOCUMENT 0805703096, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AND AS IT MAY BE FURTHER AMENDED FROM TIME TO TIME.

PARCEL 2:

EASEMENT(S) FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED JUNE 28, 2007 AS DOCUMENT 0717922041, AS AMENDED AND RESTATED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED FEBRUARY 26, 2008 AS DOCUMENT 0805703095.

PIN: 14-08-204-007-0000 (AFFECTS THE LAND AND OTHER PROPERTY)

COMMONLY KNOWN AS: 5437 N. BROADWAY AVE, CHICAGO, IL

UNOFFICIAL COPY

5439

PARCEL 1:

THE NORTH 25.25 FEET OF THE WEST 80 FEET OF LOT 22 IN BLOCK 4 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT(S) FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENT(S) RECORDED JUNE 28, 2007 AS DOCUMENT 0717922041, AS AMENDED AND RESTATED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED FEBRUARY 26, 2008 AS DOCUMENT 0805703095.

PIN: 14-08-204-007-0000 (AFFECTS THE LAND AND OTHER PROPERTY)

COMMONLY KNOWN AS: 5439 N. BROADWAY AVE., CHICAGO, IL

UNOFFICIAL COPY

LEGAL DESCRIPTION

GUARANTORS

PARCEL 1:

LOT 5 IN BLOCK 3 IN MIDLAND DEVELOPMENT COMPANY'S HIGH RIDGE PARK 1ST ADDITION, BEING A RESUBDIVISION OF THE EAST 117.34 FEET OF LOTS 147 TO 201 BOTH INCLUSIVE LOTS 202 TO 311 BOTH INCLUSIVE LOTS 228 TO 395 BOTH INCLUSIVE LOTS 448 TO 505 BOTH INCLUSIVE LOTS 558 TO 615 BOTH INCLUSIVE AND LOTS 642 TO 751 BOTH INCLUSIVE IN WILLIAM ZELOSKY'S HIGH RIDGE PARK IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-20-107-015-0000

COMMONLY KNOWN AS: 1321 HEIDORN AVE., WESTCHESTER, IL 60154-3443

PARCEL 2:

LOT 155 IN PRAIRIE MEADOWS AMENDED P.U.D., BEING A SUBDIVISION IN PART OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1996 AS DOCUMENT R96-088732 IN DUPAGE COUNTY, ILLINOIS.

PIN: 01-32-206-040-0000

COMMONLY KNOWN AS: 1444 MARSHVIEW CT., WEST CHICAGO, IL

PARCEL 3:

LOT 15 IN BALTIS RESUBDIVISION, OF LOT "A", IN GEORGE F. NIXON AND CO.'S SECOND CIVIC CENTER ADDITION TO WESTCHESTER, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-21-324-015-0000

COMMONLY KNOWN AS: 2130 WESTCHESTER BLVD., WESTCHESTER, IL

UNOFFICIAL COPY

PARCEL 4:

LOT 18 IN BLOCK 3 IN WALTER S. BALTIS AMYFAIR PARK UNIT NO. 1, A SUBDIVISION IN THE WEST HALF OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:15-29-113-054-0000

COMMONLY KNOWN AS: 11048 NELSON ST., WESTCHESTER, IL

PARCEL 5:

LOT 2 IN PAUL L. BATTEY'S SUBDIVISION OF LOT 6 (EXCEPT THE SOUTH 90 FEET OF THE WEST 257.7 FEET) IN OWNER'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1922 ON PAGE 8 IN BOOK 171 OF PLATS IN COOK COUNTY, ILLINOIS.

PIN: 05-06-308-036-0000

COMMONLY KNOWN AS: 393 SUNEE LN., GLENCOE, IL