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Doc#: 0933733022 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/03/2009 09:16 AM Pg: 1 of 11

**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:**

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603

ADDRESS OF PROPERTY:
3627 North Sheffield Avenue
Chicago, IL 60613

PERMANENT INDEX NOS.:
14-20-228-040-100
14-20-228-040-1002
14-20-228-040-1003
14-20-228-040-1004

FIFTH LOAN MODIFICATION AGREEMENT

THIS FIFTH LOAN MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of the 17th day of November, 2009 by and among **CHICAGO TITLE LAND TRUST COMPANY**, not personally but solely as trustee under trust agreement dated November 9, 2005 and known as Trust No. 8002345329 ("Trustee"), **RIGHT FIELD PROPERTIES, LLC**, an Illinois limited liability company ("Properties"), **RIGHT FIELD ROOFTOPS, LLC**, an Illinois limited liability company ("Rooftops" and, together with Trustee and Properties, herein individually and collectively called "Borrower"), **R. MARC HAMID and JEFFREY GOBY** (herein individually and collectively called "Guarantor"), and **MB FINANCIAL BANK, N.A.** ("Lender").

WITNESSETH:

WHEREAS, Trustee is the owner of certain real estate (the "Premises") commonly known as 3627 North Sheffield Avenue which is located in the City of Chicago, County of Cook, State of Illinois and more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Lender has heretofore made revolving line of credit mortgage loan (the "Loan") to Borrower in the stated principal sum of One Million Dollars (\$1,000,000.00), which was subsequently reduced to Eight Hundred Thousand Dollars and No Cents (\$800,000.00); and

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lender (hereinafter defined and, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents") each of which is dated as of November 15, 2005 unless otherwise stated:

Box 400-CTCC

CTF 8470616-01-MPHK

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- (a) Revolving Line of Credit Note (the "Note") made by Borrower in the stated principal sum of One Million Dollars (\$1,000,000.00);
- (b) Guaranty made by Guarantor in favor of Lender;
- (c) Mortgage (the "Mortgage") made by Trustee to Lender encumbering the Premises and the improvements thereon and all other property, assets and collateral therein described, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") as Document No. 0532543273;
- (d) Assignment of Rents and Leases made by Trustee to Lender, recorded in the Recorder's Office as Document No. 0532543274;
- (e) Revolving Line of Credit Agreement made by Borrower in favor of Lender (the "RLOC Agreement");
- (f) Security Agreement made by Rooftops in favor of Lender;
- (g) Undated Uniform Commercial Code Financing Statements made by Borrower, as debtor, to Lender, as secured party, recorded in the Recorder's Office as Document No. 0532543275 and filed with the Illinois Secretary of State as Document Nos. 10409535 and 10409950;
- (h) Loan Modification Agreement dated December 1, 2006 by and among Borrower, Guarantor and Lender, recorded in the Recorder's Office as Document No. 0703013203;
- (i) Second Loan Modification Agreement dated November 9, 2007 by and among Borrower, Guarantor and Lender, recorded in the Recorder's Office as Document No. 0733022011;
- (j) Third Loan Modification Agreement dated November 15, 2008 by and among Borrower, Guarantor and Lender, recorded in the Recorder's Office as Document No. 0901322050; and
- (k) Fourth Loan Modification Agreement dated January 9, 2009 by and among Borrower, Guarantor and Lender, recorded in the Recorder's Office as Document No. 0906245138; and

WHEREAS, Lender and Borrower have agreed to certain modifications to the Loan Documents; and

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WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.
2. **Definitions.** All terms herein not otherwise defined shall have the same meanings as in the Note, Mortgage and in the other Loan Documents.
3. **Increase in Loan Amount.** Notwithstanding anything to the contrary contained in the Loan Documents, the stated principal amount of the Note is hereby increased to One Million One Hundred Thousand Dollars and No Cents (\$1,100,000.00) (the "Loan Amount"). Any reference to the Loan, the Loan Amount or to the Note in any of the Loan Documents shall be a reference to the Loan, the Loan Amount and/or the Note in the stated principal amount of One Million One Hundred Thousand Dollars and No Cents (\$1,100,000.00).
4. **Disbursement of Funds.** Upon disbursement of any amounts of the Loan, all amounts so disbursed shall be added to the then-current balance of the Loan.
5. **Amendment to Note.** The Note is hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.
6. **Amendment to Mortgage.** The Mortgage is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.
7. **Amendment to Guaranty.** The Guaranty is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.
8. **Amendment to RLOC Agreement.** The RLOC Agreement is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby. The RLOC Agreement is hereby further modified as follows:

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a. The following subsection 4.1(c) is hereby added as a new subsection 4.1(c) to the RLOC Agreement:

(c) If either Rooftops or Properties (i) pays any fee to any entity or entities related to Rooftops or Properties without Lender's prior written approval (which approval may be withheld in Lender's sole discretion), (ii) makes a distribution to any entity or entities related to Rooftops or Properties without Lender's prior written approval (which approval may be withheld in Lender's sole discretion), or (iii) makes a loan to any entity or entities related to Rooftops or Properties without Lender's prior written approval (which approval may be withheld in Lender's sole discretion).

9. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

10. **Title Insurance.** Concurrent with the execution and delivery hereof by Borrower, Borrower agrees to provide Lender with an endorsement to its mortgagee's policy of title insurance ("Title Policy"), which endorsement shall be acceptable to Lender and shall guarantee as of the date hereof that:

a. there are no objections to title except (a) the objections to title other than real estate taxes reflected on the Title Policy, and (b) general real estate taxes for the year 2009 (second installment) and subsequent years;

b. reflects the recording of this Agreement;

c. re-dates the effective date of the Title Policy to the date of recording of this Agreement; and

d. increases the amount of coverage to Five Million Seven Hundred Thousand Dollars and No Cents (\$5,700,000.00);

together with other endorsements required by Lender.

11. **Lender Expenses.** Borrower agrees to pay all costs, fees and expenses (including but not limited to legal fees) incurred by Lender in connection with the preparation of this Agreement and/or the implementation of the additional disbursements contemplated hereunder. Such of the foregoing as are incurred prior to the execution and

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delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Lender of the amount due and the reason therefor.

12. **Non-Waiver.** In the event Lender shall at any time or from time to time disburse portions of the Loan without Borrower first satisfying all conditions precedent set forth herein or in the Loan Documents, Lender shall not thereby be deemed to have waived its right to require such satisfaction of the same or other condition as a condition precedent to its obligations to make further disbursement of the Loan.

13. **Ratification.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended.

14. **Joinder of Guarantor.** Notwithstanding anything to the contrary contained herein Guarantor has entered into this Agreement for the purpose of ratifying and confirming Guarantor's obligations under the Guaranty, as amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.


15. **Exculpation.** It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Chicago Title Land Trust Company while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

(Signature Page Follows)

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.


MB FINANCIAL BANK, N.A.

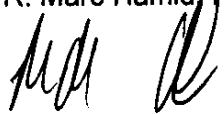
By: 
Name: CHAD BRANDON
Title: VP

RIGHT FIELD ROOFTOPS, LLC, an Illinois limited liability company

By: 
R. Marc Hamid, President


CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as trustee as aforesaid

By: 
Name: Christine C. Young
Its: Trust Officer


R. MARC HAMID

RIGHT FIELD PROPERTIES, LLC, an Illinois limited liability company

By: 
R. Marc Hamid, President


JEFFREY GOBY

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements made by or on the part of the Trustee in this instrument purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended solely for the purpose and with the intention of binding said Trustee personally but are made and intended for the purpose only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, and all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Chad Brandon, the AVP of **MB Financial Bank, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said **MB Financial Bank, N.A.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of NOVEMBER, 2009.

Charisa Pellicori
 Notary Public



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 the County and State aforesaid, do hereby certify that Christine G. Young, the Trust Officer of **Chicago Title Land Trust Company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said **Chicago Title Land Trust Company**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of November, 2009.

[Signature]
Notary Public

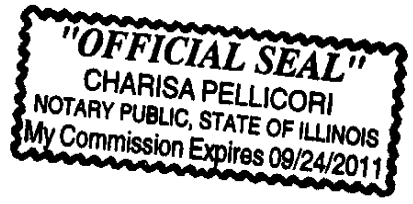
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **R. Marc Hamid**, the President of **Right Field Properties, 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 President, appeared before me 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 **Right Field Properties, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of November, 2009.

Charisa Pellicori
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **R. Marc Hamid**, the President of **Right Field Rooftops, 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 President, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said **Right Field Rooftops, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of November, 2009.

Charisa Pellicori
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **R. Marc Hamid**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of November, 2009.

Charisa Pellicori
Notary Public



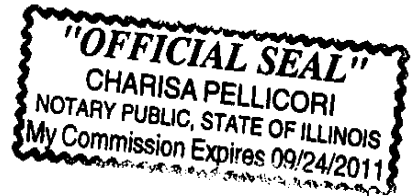
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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Jeffrey Goby**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of November, 2009.

Charisa Pellicori
 Notary Public



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EXHIBIT A

Legal Description

Units B-3627, 1-3627, 2-3627 and 3-3627 in the Rooftop View Condominium, as delineated on a survey of the following described tract of land:

The North 15.00 feet of Lot 40 and South 15.00 feet of Lot 41 in Trustees' Subdivision of Block 15 in Laffin, Smith and Dyers' Subdivision of the Northeast $\frac{1}{4}$ (except 1.28 acres Northeast corner thereof) in Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document 93343242, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Address of Property: 3627 North Sheffield Avenue
Chicago, IL 60613

Permanent Index Nos.: 14-20-228-040-1001
14-20-228-040-1002
14-20-228-040-1003
14-20-228-040-1004

Cook County Clerk's Office