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This Document was prepared by and after recording should be returned to:
First Eagle Bank
1040 E. Lake St.
Hanover Park, IL. 60133

Doc#: 1008816003 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/29/2010 08:54 AM Pg: 1 of 7

SIXTH AMENDMENT TO LOAN DOCUMENTS

This Sixth Amendment to Loan Documents ("Sixth Amendment") is dated as of the 31st day of January, 2010 and made by and between 4415-23 N. Clark, LLC, an Illinois limited liability company ("Borrower"); David E. Berger ("Guarantor"); and First Eagle Bank f/k/a First Eagle National Bank ("Lender").

A. On May 9, 2006 Lender made a loan (the "Loan") to Borrower in the amount of One Million Sixty Thousand and 00/100 Dollars (\$1,060,000.00). The Loan is evidenced by the Promissory Note of Borrower dated May 9, 2006 in the principal amount of \$1,060,000.00 as amended by the (i) First Amendment to Loan Documents dated May 9, 2007, (ii) Second Amendment to Loan Documents dated August 9, 2007, (iii) Third Amendment to Loan Documents dated November 9, 2007, (iv) Fourth Amendment to Loan Documents and Amended and Restated Promissory Note both dated April 24, 2008, and (v) Fifth Amendment to loan Documents dated April 30, 2009 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated May 9, 2006 and recorded as Document Nos. 0615302134 and 0615302135 with the Recorder of Deeds of Cook County, Illinois which was executed by Borrower in favor of Lender and which created a first lien on the property known as 4415-4423 N. Clark St., Chicago, IL. 60640 which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note was further secured by a Mortgage and Assignment of Rents dated May 9, 2006 which was executed by 1361 W. Fullerton LLC, an Illinois limited liability company, in favor of Lender and which created a lien on the property known as 1361 W. Fullerton Avenue, Chicago, IL. 60614. This Mortgage and Assignment of Rents has since been released upon principal reductions to the Loan in the total amount of \$395,000.00.

Prepared By: NPV

Officer Review

Initial Review On Date 2/18/10

Final Review On Date 2/18/10

Loan No. 635761

S	<u>X</u>
P	<u>7</u>
S	<u>N</u>
M	<u>X</u>
SC	<u>X</u>
E	<u>N</u>
INT	<u>CE</u>

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D. The Note is further secured by the Commercial Guaranty ("Guaranty") of Guarantor dated May 9, 2006 and April 24, 2008 and any and all other documents executed pursuant to or in connecting with the Loan by Borrower or Guarantor, as amended, modified, assumed or replaced from time to time (hereinafter collectively referred to as the "Loan Documents"):

E. The Maturity Date of the Loan was extended to (i) August 9, 2007 pursuant to the First Amendment To Loan Documents dated May 9, 2007, (ii) November 9, 2007 pursuant to the Second Amendment To Loan Documents dated August 9, 2007, (iii) November 9, 2008 pursuant to the Third Amendment to Loan Documents dated November 9, 2007 which also provided for a floor rate of interest of 7.75% per annum, (iv) April 30, 2009 pursuant to the Fourth Amendment to Loan Documents dated April 24, 2008 which also increased the amount of the Loan by \$80,000.00, and (v) January 31, 2010 pursuant to the Fifth Amendment to loan Documents dated April 30, 2009.

F. Borrower requests the further extension of the Maturity Date of the Loan to January 31, 2011. Lender has agreed to the requests as aforesaid, subject to the following covenants, agreements, representations and warranties.

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

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.
2. **Maturity Date, Interest Rate, and Floor Rate.** The Maturity Date of the Loan is hereby extended to January 31, 2011. Effective as of the date hereof, the interest rate of the Loan is hereby increased from 0.50% to 1.0% over the Index (as defined in the Note) and the floor rate of interest is hereby increased from 6.0% to 6.50% per annum.
3. **Additional Collateral.** Concurrent with the execution hereof, Borrower shall execute and deliver to Lender an Assignment of Deposit Account ("Assignment"), covering Demand Deposit Account No. 130461501 of Borrower with Lender, in favor of Lender, in such form as Lender shall require, creating a valid first assignment on the account as additional collateral securing the Note as if it had been originally conveyed as security for the payment of the Note above described at the time of its execution and delivery and is subject to all, each and every terms and conditions of said Note, as amended. All references in the Note and other the Loan Documents to security or collateral shall hereafter be deemed to include the Assignment.
4. **Financial Statements.** Borrower and Guarantor shall submit to Lender annually beginning November 30, 2010 and on that day every year thereafter the Business Federal Income Tax Return of Borrower and the Personal Financial Statement and Personal Federal Income Tax Return of Guarantor.

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5. **Modification of Documents.** The Note, Mortgage, Guaranty, and other Loan Documents shall be deemed to be modified to reflect the amendments set forth above.
6. **Guarantor Not Released.** Guarantor acknowledges and consents to the foregoing amendment.
7. **Restatement of Representations.** Borrower and Guarantor hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, Guaranty, and other Loan Documents.
8. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgage, Guaranty, and other Loan Documents.
9. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Guaranty, and other Loan Documents shall remain unmodified and in full force and effect. Borrower and Guarantor each hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgage, Guaranty, and other loan documents. They each hereby acknowledge that they have no defenses, claims, or setoffs against the enforcement by Lender of their respective obligations and liabilities under the Amended Note, Mortgage, Guaranty, and other Loan Documents, as so amended.
10. **Fee.** In consideration of Lender's agreement to amend the Loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of One Thousand Five Hundred Seventy Five and 00/100 Dollars (\$1,575.00) plus all costs incurred by Lender in connection with or arising out of this amendment.

Anything contained in the Mortgage to the contrary notwithstanding, the Mortgage also secures all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Lender by the Borrower and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (i) the Note, (ii) the Indebtedness, and (iii) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or hereafter owed by Borrower or any Related Party to Lender, 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 the Mortgage or any other document or instrument. For purposes of this paragraph, "Related Party" shall mean (i) Grantor, (ii) each beneficiary of Grantor, if Grantor is a land trust, (iii) the maker of the Note, if other than Grantor, and if more than one maker, each co-borrower of the Note other than Grantor, and (iv) each guarantor of the Note.

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

Any forbearance by Lender in exercising any right or remedy under the 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 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 the 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.

At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,850,000.00.

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

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

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

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

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

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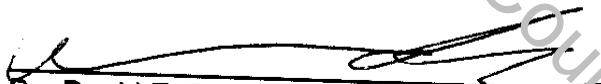
TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS 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.

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

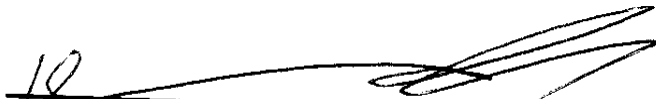
BORROWER:

4415-23 N. CLARK, LLC, an Illinois limited liability company

By: Berger Development, Ltd., an Illinois corporation

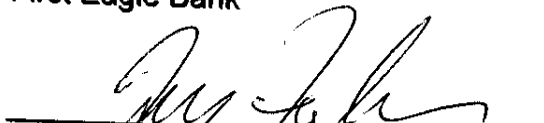

By: David E. Berger, President & Secretary

GUARANTOR:


David E. Berger

LENDER:

First Eagle Bank


By: Jay Fahn, Sr. Vice President

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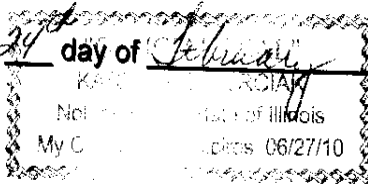
BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that David E. Berger, President of Berger Development, Ltd., an Illinois corporation, Manager of 4415-23 N. Clark, LLC, an Illinois limited liability company, 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 said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 27 day of February, 2010.

Karen J. Smierciak
Notary Public



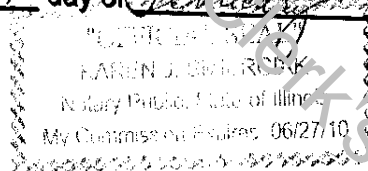
GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF Cook

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

Given under my hand and Official Seal this 27 day of February, 2010.

Karen J. Smierciak
Notary Public



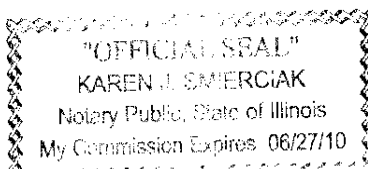
LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF Cook

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

Given under my hand and Official Seal this 27 day of February, 2010.

Karen J. Smierciak
Notary Public



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EXHIBIT "A"

LOTS 15, 16, 17 AND 18 IN SUNNYSIDE ADDITION TO SHERIDAN PARK IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

Address: 4415-4423 N. Clark St., Chicago, IL. 60640 ✓

P.I.N.: 14-17-121-010-0000; 14-17-121-011-0000; 14-17-121-012-0000 ✓

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