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AND AFTER RECORDING
RETURN TO:**

Doc#: 1012518070 Fee: \$88.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/05/2010 02:58 PM Pg: 1 of 27

Meltzer, Purtil & Stelle LLC
300 South Wacker Drive, Suite 3500
Chicago, Illinois 60606
Attn: Allen C. Balk, Esq.

Permanent Tax Index Number:
See Exhibit A attached hereto

Property Address:

611 Green Bay Road, Wilmette, Illinois
1200 Central Avenue, Wilmette, Illinois

This space reserved for Recorder's use only

MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the ___ day of March, 2010 by and among **WILMETTE VILLAGE CENTER LLC**, an Illinois limited liability company ("Borrower"), **MITCHELL H. MILLER** ("Miller"), **ROBERT N. MICHELSON** ("Michelson"), **RONALD A. SANDLER** ("Sandler"), **BROOKS L. KELLOGG** ("Kellogg"), and **RODNEY L. VETTER** ("Vetter"; and collectively with Miller, Michelson, Sandler and Kellogg, the "Guarantors" and each, a "Guarantor") and **FIRST MIDWEST BANK**, its successors and assigns ("Lender").

RECITALS:

A. Pursuant to the terms and conditions of that certain Loan Agreement dated as of August 1, 2005 between Wilmette Village Center LLC, an Illinois limited liability company, and Lender (the "611 Loan Agreement"), Lender made a certain loan (the "611 Loan") to Borrower in the original principal amount of \$2,500,000.00 (which Loan was subsequently amended by the Modifications described below), as evidenced by a Promissory Note dated August 1, 2005 in the principal amount of the Loan made payable by Borrower to the order of Lender (the "611 Note").

B. The 611 Loan is secured by, among other things, (i) a Construction Mortgage, Fixture Filing and Security Agreement with Assignment of Rents dated August 1, 2005 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois ("Recorder") on December 1, 2005, as Document No. 0533532057 ("611 Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A-1** hereto ("611 Property"), (ii) that certain Environmental Indemnity Agreement dated August 1, 2005 from Borrower, Guarantors and Keith A. Pochter to Lender (the "611 Indemnity Agreement"); (iii) that certain Guaranty of Payment dated August 1, 2005 from Guarantors and Keith A Pochter to Lender (the "611 Guaranty"); and (iv) certain other loan documents entered into from time to time in favor of Lender (the 611 Note, the 611 Mortgage, the 611 Loan

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Agreement, the 611 Indemnity Agreement, the 611 Guaranty, and the other documents, evidencing, securing and guarantying the 611 Loan, in their original form and as amended, are sometimes collectively referred to herein as the "611 Loan Documents").

C. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "First Modification") dated as of February 6, 2007, whereby the principal amount of the Loan was increased to \$3,300,000.00 and Keith A. Pochter was released as a guarantor.

D. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Second Modification") dated as of October 29, 2007, whereby the principal amount of the Loan was increased to \$3,650,000.00.

E. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Third Modification") dated as of November 30, 2007, whereby the maturity date of the Note was extended to February 29, 2008.

F. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Fourth Modification") dated as of February 29, 2008, whereby (i) the principal amount of the Loan was increased to \$5,950,000.00, and (ii) the maturity date of the Note was extended to June 30, 2008.

G. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Fifth Modification") dated as of June 30, 2008, whereby the maturity date of the Note was extended to September 30, 2008.

H. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Sixth Modification") dated as of September 30, 2008, whereby the maturity date of the Note was extended to December 30, 2008.

I. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Seventh Modification") dated as of January 5, 2009, whereby (i) the maturity date of the Note was extended to December 30, 2009, and (ii) the principal amount of the Loan was decreased to \$3,120,000.00.

J. Borrower, Lender and Guarantors entered into a certain Eighth Modification of Loan Documents ("Eighth Modification") dated as of December 30, 2009 in order to further extend the maturity date of the Note to March 30, 2010.

K. Borrower is also indebted to Lender pursuant to the terms and conditions of that certain Loan Agreement dated as of August 1, 2005 between 1200 Central, L.L.C., an Illinois limited liability company, and Lender (the "Chase Loan Agreement"), Lender made a certain loan (the "Chase Loan") to Borrower in the original principal amount of \$5,000,000.00 (which Loan was subsequently amended by the Modifications described below), as evidenced by a Promissory Note dated August 1, 2005 in the principal amount of the Chase Loan made payable by Borrower to the order of Lender (the "Chase Note").

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L. The Chase Loan is secured by, among other things, (i) a Construction Mortgage, Fixture Filing and Security Agreement with Assignment of Rents dated August 1, 2005 from Borrower to Lender recorded with the Recorder on December 1, 2005, as Document No. 0533532060 ("Chase Mortgage"), which Chase Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit A-2** hereto ("Chase Property"), (ii) that certain Environmental Indemnity Agreement dated August 1, 2005 from Borrower, Guarantors and Keith A. Pochter to Lender (the "Chase Indemnity Agreement"); (iii) that certain Guaranty of Payment dated August 1, 2005 from Guarantors and Keith A Pochter to Lender (the "Chase Guaranty"); and (iv) certain other loan documents (the Chase Note, the Chase Mortgage, the Chase Loan Agreement, the Chase Indemnity Agreement, the Chase Guaranty, and the other documents evidencing, securing and guarantying the Chase Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Chase Loan Documents").

M. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Chase First Modification") dated as of February __, 2007, whereby Keith A. Pochter was released as a guarantor.

N. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Chase Second Modification") dated as of August 1, 2007, whereby the maturity date of the Chase Note was extended to November 30, 2007.

O. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Chase Third Modification") dated as of November 30, 2007, whereby the maturity date of the Chase Note was extended to February 29, 2008.

P. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Chase Fourth Modification") dated as of February 29, 2008, whereby the maturity date of the Chase Note was extended to June 30, 2008.

Q. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Chase Fifth Modification") dated as of June 30, 2008, whereby the maturity date of the Chase Note was extended to September 30, 2008.

R. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Chase Sixth Modification") dated as of September 30, 2008, whereby the maturity date of the Note was extended to December 30, 2008.

S. Borrower, Lender and Guarantors entered into a certain Modification of Loan Documents (the "Seventh Modification") made as of January 5, 2009, whereby (i) the principal amount of the Chase Loan was increased to \$6,725,000.00, (ii) the maturity date of the Chase Note was extended to January 5, 2014 (the foregoing are evidenced by the Amended and Restated Note dated January 5, 2009) and (iii) a new Non-Revolver Line of Credit in the amount of \$550,000, as evidenced by the Non-Revolver Line of Credit Promissory Note (the "Chase Line Note"), was granted to Borrower, which loan is also secured by the Chase Mortgage.

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The 611 Loan and the Chase Loan are sometimes referred to collectively as the “Loans”. The 611 Note and the Chase Note are sometimes referred to collectively as the “Notes”. The 611 Mortgage and the Chase Mortgage are sometimes referred to collectively as the “Mortgage”. The 611 Loan Documents and the Chase Loan Documents are sometimes referred to collectively as the “Loan Documents”.

T. Borrower acknowledges that it cannot repay the obligations evidenced by the 611 Note when due and now desires to further amend the 611 Loan Documents to extend the Maturity Date and certain other terms and conditions of the 611 Loan.

U. Lender has required that, as a condition precedent to making said Loans, the parties hereto enter into this Agreement so that the Loans are all cross-collateralized and cross-defaulted one with the other, such that, subject to the terms hereof (i) a default, an “Unmatured Event of Default” or an “Event of Default” under any of the Loan Documents will be and constitute such an event under all of the Loan Documents, and (ii) each and every item of all the Collateral is and shall be Collateral for and secure all of the Loans.

In order to induce Lender to make the Loans, as applicable, and execute the Loan Documents, Borrower and each Guarantor have all agreed to enter into this Agreement to provide for the cross-collateralization of all obligations owing at any time from Borrower and Guarantors to Lender and the cross-default of all obligations owing at any time from Borrower and Guarantors to Lender.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Maturity Date for the 611 Loan.** The maturity date of the 611 Note is hereby extended to March 30, 2011. Any reference in the 611 Note, the 611 Loan Agreement or any other Loan Document to the maturity date of the 611 Note or the 611 Loan shall mean March 30, 2011.

2. **Issuance of Amended and Restated 611 Note.** Borrower and Lender agree that the 611 Note shall be amended and restated in its entirety and that Borrower shall execute and deliver an Amended and Restated Note (611) in the amount of \$3,120,000.00, dated as of even date herewith and in form and substance acceptable to Lender (the “Amended 611 Note”). The Amended 611 Note is not a novation, but a modification and restatement of the 611 Note, and all of such obligations are and shall remain in full force and effect, as amended and restated herein. From and after the date hereof and execution and delivery of the Amended 611 Note by Borrower, all references in the 611 Loan Agreement and the 611 Loan Documents, as amended, to the 611 Note shall be deemed references to the Amended 611 Note, and all references in the 611 Loan Agreement and 611 Loan Documents, as amended, to the 611 Loan shall be deemed references to the 611 Loan as amended hereby, as evidenced by the Amended 611 Note.

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3. **Issuance of Second Amended and Restated Chase Note.** Borrower and Lender agree that the Chase Note shall be amended and restated in its entirety and that Borrower shall execute and deliver a Second Amended and Restated Note (Chase) in the amount of \$7,038,800.00, dated as of even date herewith and in form and substance acceptable to Lender (the "Amended Chase Note"). The Amended Chase Note is not a novation, but a modification and restatement of the Chase Note, and all of such obligations are and shall remain in full force and effect, as amended and restated therein. From and after the date hereof and execution and delivery of the Amended Chase Note by Borrower, all references in the Chase Loan Agreement and the Chase Loan Documents, as amended, to the Chase Note shall be deemed references to the Amended Chase Note, and all references in the Chase Loan Agreement and Chase Loan Documents, as amended, to the Chase Loan shall be deemed references to the Chase Loan as amended hereby, as evidenced by the Amended Chase Note.
4. **Amendment of Mortgage and Amendment of Assignment of Rents.** Each of the Chase Mortgage and the 611 Mortgage shall be amended by that certain Amendment to Mortgage (With Cross Default and Cross Collateralization) and dated as of even date herewith and in form and substance reasonably satisfactory to Lender (the "Mortgage Amendment") in order to reflect (a) the extension of the maturity date of the 611 Note; (b) the increased loan amount of the Chase Note; (c) the cross collateralization of the 611 Property with the Chase Property, and (d) the cross default of the 611 Loan Documents with the cross default of the Chase Loan Documents. Borrower and Guarantor agree that Lender shall have the right to record the Mortgage Amendment in the Recorder's Office. Any reference in the 611 Mortgage or the 611 Assignment of Rents to the Maturity Date and any reference in the Chase Mortgage or the Chase Assignment of Rents to the Loan amounts shall be deemed to mean and refer to the same as amended by the Mortgage Amendment.
5. **Amended and Restated Guaranty.** In connection with this Agreement, and in order to induce Lender to modify the Loan Documents as set forth herein, the Guarantors shall deliver to Lender an Amended and Restated Guaranty, executed by each Guarantor, guaranteeing to Lender payment of the full amount of the Loans. The representations and warranties of Guarantor and Borrower in the Loan Documents are true and correct and Guarantors do not know of any default thereunder. Any reference to the "Guaranty" in the any of the Loan Documents and the Loan Documents shall mean and refer to the Amended and Restated Guaranty.
6. **Other Conforming Amendments.** Each of the Loan Documents are hereby amended to reflect the terms of this Agreement including, without limitation, (a) the extension of the Maturity Date, (b) the amendment and restatement of the 611 Note through the issuance of the Amended 611 Note, (c) the amendment and restatement of the Chase Note through the issuance of the Amended Chase Note, (d) the cross-collateralization and cross-default of the
7. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Ticor Title Insurance Company to issue a Date Down Endorsement to Lender's title insurance policy No. 2000 990033954 and to Lender's title insurance policy No. 2000 990033939 (collectively, the "Title Policy"), which shall (i) reflect the recording of the Mortgage Amendment, and (ii) further insure the first priority of the lien of each Mortgage, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

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8. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Mortgage and the other Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Mortgage) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of Borrower, any Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

9. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all (i) an extension fee in the amount of \$35,700.00, and (ii) out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

10. **Additional Requirements.** The obligations of Lender to amend the Loan shall be subject to Borrower and others having delivered, or having caused to be delivered, to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

- (a) This Agreement, executed by all parties;
- (b) The Amended 611 Note, executed by Borrower;
- (c) The Amended Chase Note, executed by Borrower;

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- (d) The Amended and Restated Guaranty;
- (e) The Mortgage Amendment, executed by Borrower;
- (f) Date Down Endorsement in favor of Lender;
- (g) Good standing certificates with respect to Borrower;
- (h) Resolutions of the members of Borrower;
- (i) Payment of the appraisal fee; and
- (j) Payment of the amendment fee; and
- (k) Such other documents as Lender may reasonably require including, but not limited to, the documents listed on the checklist, delivered by Lender to Borrower, relating to this Agreement.

11. **Binding Agreement.** This Agreement shall not be construed more strictly against Lender than against Borrower or any Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, each Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, each Guarantor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

12. **Additional Agreements of Borrower and Guarantor.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor, and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises

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or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) Borrower and Guarantor hereby acknowledge and agree that, if a petition under any section, chapter or provision of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") or similar law or statute is filed by or against Borrower, (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) they shall execute any order or other document necessary to effectuate such modification or termination. If at any time Borrower seeks relief under the Bankruptcy Code, including, without limitation, the filing of a petition under Chapter 7 or 11 thereof, Borrower shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against Borrower by a third party, Borrower shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions.

(f) As of the date of this Agreement, Borrower and Guarantor acknowledge that they have no defense, offset, or counterclaim to any of their respective obligations under the Loan Documents. Borrower and Guarantor hereby irrevocably waive and release any and all claims, actions, causes of action, suits and defenses which such party might hereafter have against Lender for or by reason of any matter cause or thing whatsoever which relates to the Loan, this Agreement, or any discussion between the Borrower, Guarantor, and the Lender.

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(g) Borrower and Guarantor hereby fully and forever remise, release and discharge the Lender from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time on the future, which the Borrower or any Guarantor had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Notes are repaid in full.

(h) Borrower and Guarantor covenant that they will never institute any suit or action at law or equity against the Lender, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown past present, or future which are, were, might, or could have been asserted against the Lender in connection with any of the matters released herein.

(i) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(j) Any references to the "Notes", the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Notes, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(k) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(l) Time is of the essence of each of Borrower's and Guarantors' obligations under this Agreement.

(m) Borrower and Guarantor acknowledge and agree that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.

(n) VENUE/JURY WAIVER. TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, BORROWER AND GUARANTOR IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR

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FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS WITHIN COOK COUNTY, STATE OF ILLINOIS AND EACH OF THEM HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. BORROWER AND GUARANTOR EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT OR HIM OR ANY OF THEM BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH OR UNDER THE NOTE AND/OR THE MORTGAGE, AND EACH IRREVOCABLY WAIVES, TO THE EXTENT APPLICABLE, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR WITH THE NOTES OR LOAN DOCUMENTS, AND/OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL; BORROWER AND GUARANTOR EACH ACKNOWLEDGE THAT THEY HAVE THOROUGHLY READ AND REVIEWED THE TERMS AND PROVISIONS TO THIS AGREEMENT AND THE EXHIBITS ATTACHED HERETO, AND ARE FAMILIAR WITH THE TERMS HEREOF; THAT THE TERMS AND PROVISIONS CONTAINED HEREIN HAVE BEEN THOROUGHLY READ BY THE BORROWER AND GUARANTOR, AND ARE CLEARLY UNDERSTOOD AND FULLY AND UNCONDITIONALLY CONSENTED TO BY THEM; THAT THEY HAVE HAD FULL BENEFIT AND ADVICE OF COUNSEL OF THEIR OWN SELECTION OR THE OPPORTUNITY TO OBTAIN THE BENEFIT AND ADVICE OF COUNSEL OF THEIR OWN SELECTION, IN REGARD TO UNDERSTANDING THE TERMS, MEANING AND EFFECT OF THIS AGREEMENT; THAT THEIR EXECUTION OF THIS AGREEMENT IS DONE FREELY, VOLUNTARILY, WITH FULL KNOWLEDGE, WITHOUT DURESS, AND THAT IN EXECUTING THIS AGREEMENT, BORROWER AND GUARANTOR HAVE RELIED ON NO OTHER REPRESENTATIONS, EITHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, MADE TO THEM BY LENDER OR ANY OTHER PARTY; AND THAT THE CONSIDERATION RECEIVED BY THEM HEREUNDER HAS BEEN ACTUAL AND ADEQUATE.

(Signature page to follow)

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

LENDER:

FIRST MIDWEST BANK

By: [Signature]
Name: Heath Smithson
Title: V.P. President

BORROWER:

WILMETTE VILLAGE CENTER LLC,
an Illinois limited liability company

By: Double R. Design, Inc., an Illinois corporation, its Manager

By: [Signature]
Name: Mitchell H. Miller
Title: Manager

GUARANTORS:

[Signature]
MITCHELE H. MILLER

ROBERT N. MICHELSON
[Signature]
RONALI A. SANDLER

BROOKS L. KELLOGG

RODNEY E. VETTER

[Large Handwritten Signature]

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

LENDER:

FIRST MIDWEST BANK

By: _____
Name: _____
Title: _____

BORROWER:

WILMETTE VILLAGE CENTER LLC,
an Illinois limited liability company

By: Double R. Design, Inc., an Illinois
corporation, its Manager

By: _____
Name: _____
Title: _____

GUARANTORS:

MITCHELL H. MILLER

ROBERT N. MICHELSON

RONALD A. SANDLER

BROOKS L. KELLOGG

RODNEY E. VETTER

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

LENDER:

FIRST MIDWEST BANK

By: _____
Name: _____
Title: _____

BORROWER:

WILMETTE VILLAGE CENTER LLC,
an Illinois limited liability company

By: Double R. Design, Inc., an Illinois
corporation, its Manager

By: _____
Name: _____
Title: _____

GUARANTORS:

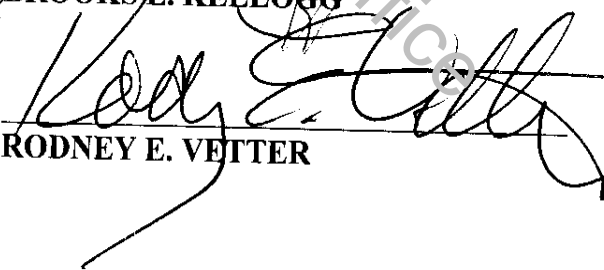
MITCHELL H. MILLER

ROBERT N. MICHELSON

RONALD A. SANDLER



BROOKS L. KELLOGG



RODNEY E. VETTER

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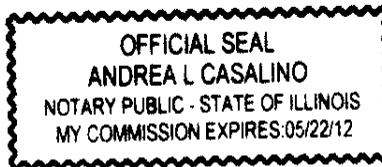
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I ANDREA L. CASALINO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HEIDI SMITHSON, the VP of First Midwest Bank, is 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/she signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th ^{APRIL} day of March, 2010.

Andrea L. Casalino
Notary Public

My Commission Expires: 5/22/12



[Large handwritten scribbles and a faint watermark reading "Property of Cook County Clerk's Office" are present in this area.]

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **RONALD A. SANDLER** is 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 _____ day of March, 2010.

Notary Public

My Commission Expires: _____

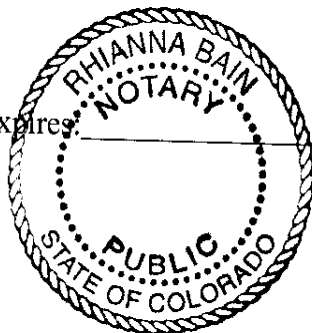
~~STATE OF ILLINOIS~~)
) .ss
~~COUNTY OF COOK~~)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **BROOKS L. KELLOGG** is 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 24 day of March, 2010.

Notary Public

My Commission Expires: _____



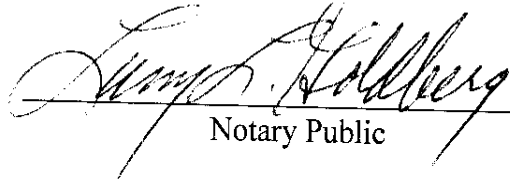
My Commission Expires 02/05/2012

UNOFFICIAL COPY

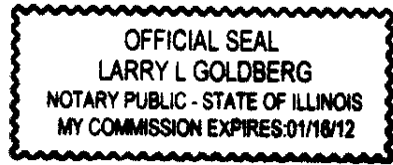
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **RODNEY E. VETTER** is 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 24th day of March, 2010.


Notary Public

My Commission Expires: 01-16-2012



(Large handwritten scribbles)

UNOFFICIAL COPY

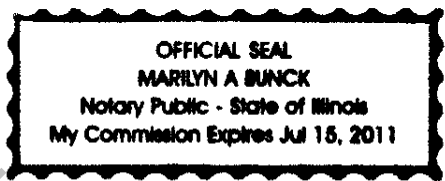
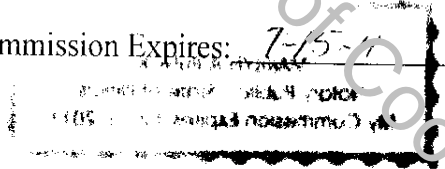
STATE OF ILLINOIS)
) .ss
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **RODNEY E. VETTER** is 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 10TH day of March, 2010.

Marilyn A Bunck
 Notary Public
SIGNED BY MISTAKE

My Commission Expires: 7-15-11



UNOFFICIAL COPY

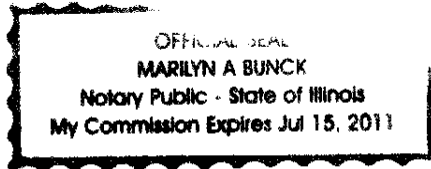
STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **RONALD A. SANDLER** is 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 14th day of March, 2010.

Marilyn A. Bunck
Notary Public

My Commission Expires: 7/15/2011



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 **BROOKS L. KELLOGG** is 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 _____ day of March, 2010.

Notary Public

My Commission Expires: _____

UNOFFICIAL COPY

STATE OF ILLINOIS)
 LAKE) .ss
COUNTY OF ~~COOK~~)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **MITCHELL H. MILLER** is 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 6th day of April, 2010.



Carol Fode
Notary Public

My Commission Expires: *yes*

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ROBERT N. MICHELSON** is 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 _____ day of March, 2010.

Notary Public

My Commission Expires: _____

UNOFFICIAL COPY

STATE OF ILLINOIS)
) *LAKE*).ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Michael H. Miller*, the *President* of Double R. Design, Inc., an Illinois corporation, the Manager of Wilmette Village Center LLC, an Illinois limited liability company, is 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 and the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *6th* day of *April* March, 2010.



Carol Rode
Notary Public

My Commission Expire : *2/28/11*

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 990033954 N
STREET ADDRESS: 611 GREEN BAY ROAD
CITY: WILMETTE **COUNTY:** COOK COUNTY
TAX NUMBER: 05-34-109-011-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 OF MUELLER'S RESUBDIVISION OF LOT 4 IN BLOCK 5 IN WILMETTE VILLAGE IN THE NORTH SECTION OF QUILMETTE RESERVATION IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTHEASTERLY 50 FEET OF LOT 3 IN BLOCK 5 IN WILMETTE VILLAGE, A SUBDIVISION OF THE WEST 63.55 CHAINS OF THE NORTH SECTION OF QUILMETTE RESERVATION, ALSO THE 40 FEET NORTH OF AND ADJOINING THE CENTER LINE OF NORTH AVENUE AND THE 33 FEET SOUTH OF AND ADJOINING THE CENTER LINE OF SOUTH AVENUE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTHWESTERLY 50 FEET OF LOT 3 IN BLOCK 5 IN THE VILLAGE OF WILMETTE, A SUBDIVISION OF THE WEST 63.55 CHAINS OF THE NORTH SECTION OF QUILMETTE RESERVATION ALSO THE 40 FEET NORTH OF AND ADJOINING THE CENTER LINE OF NORTH AVENUE AND THE 33 FEET SOUTH OF AND ADJOINING THE CENTER LINE OF SOUTH AVENUE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTHEASTERLY 24 FEET OF LOT 4 IN MCDANIEL'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 5 IN WILMETTE VILLAGE, IN THE NORTH SECTION OF QUILMETTE RESERVATION IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5 (GAP BETWEEN PARCELS 2 AND 3):

THAT PART OF LOT 3 IN BLOCK 5 IN WILMETTE VILLAGE, A SUBDIVISION OF THE WEST 63.55 CHAINS OF THE NORTH SECTION OF QUILMETTE RESERVATION, ALSO THE 40 FEET NORTH OF AND ADJOINING THE CENTER LINE OF NORTH AVENUE AND THE 33 FEET SOUTH OF AND ADJOINING THE CENTER LINE OF SOUTH AVENUE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A STRIP OF LAND LYING NORTHWESTERLY OF THE SOUTHEASTERLY 50 FEET 50 FEET OF SAID LOT 3, AND LYING SOUTHEASTERLY OF THE NORTHWESTERLY 50 FEET OF SAID LOT 3, SAID STRIP OF LAND

UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 990033954 N
STREET ADDRESS: 611 GREEN BAY ROAD
CITY: WILMETTE **COUNTY:** COOK COUNTY
TAX NUMBER: 05-34-109-011-0000

LEGAL DESCRIPTION:

BEING 0.43 FEET IN WIDTH AS MEASURED ALONG THE SOUTHWESTERLY LINE OF GREENBAY ROAD AND ALSO BEING 0.35 FEET IN WIDTH AS MEASURED ALONG THE NORTHEASTERLY LINE OF THE 20 FOOT WIDE ALLEY SOUTHWESTERLY OF GREENBAY ROAD, IN COOK COUNTY, ILLINOIS.

NOTE: AFTER RECORDING OF THE DEED(S) CONVEYING GAP PARCEL 5 THE SUBJECT LAND IS TO BE DESCRIBED AS FOLLOWS, INCLUDING ON THE MORTGAGE TO BE PRESENTLY INSURED:

PARCEL 1:

LOT 1 OF MUELLER'S RESUBDIVISION OF LOT 4 IN BLOCK 5 IN WILMETTE VILLAGE IN THE NORTH SECTION OF QUILMETTE RESERVATION IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN BLOCK 5 IN WILMETTE VILLAGE, A SUBDIVISION OF THE WEST 63.55 CHAINS OF THE NORTH SECTION OF QUILMETTE RESERVATION, ALSO THE 40 FEET NORTH OF AND ADJOINING THE CENTER LINE OF NORTH AVENUE AND THE 33 FEET SOUTH OF AND ADJOINING THE CENTER LINE OF SOUTH AVENUE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTHEASTERLY 24 FEET OF LOT 4 IN MCDANIEL'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 5 IN WILMETTE VILLAGE, IN THE NORTH SECTION OF QUILMETTE RESERVATION IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A-2

CHASE PROPERTY

1240 CENTRAL AVE

~~LOTS 19 TO 26, THE VACATED ALLEY LYING BETWEEN LOTS 19 TO 22 INCLUSIVE, AND LOTS 24 TO 26 INCLUSIVE IN WESTERFIELD'S RESUBDIVISION OF BLOCK 27 IN WILMETTE VILLAGE IN TOWNSHIP 42 NORTH, RANGE 13, TOGETHER WITH THAT PART OF SAID BLOCK 27 IN WESTERFIELD'S SUBDIVISION, AFORESAID, LYING SOUTHERLY OF THAT SOUTH LINE OF PINE STREET AND LYING NORTHERLY OF THE NORTH LINE OF CENTRAL AVENUE AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF A STRIP OF LAND 100 FEET WIDE CONVEYED TO CHICAGO AND MILWAUKEE RAILROAD COMPANY BY DEED DATED NOVEMBER 1, 1870 AND RECORDED JANUARY 31, 1871 AS DOCUMENT 81835 AND LYING WEST AND SOUTHWESTERLY OF AND ADJOINING SAID LOTS.~~

[Large, faint, illegible scribbled text or signature]

UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 990033939 N

STREET ADDRESS: 1200 CENTRAL AVE.

CITY: WILMETTE

COUNTY: COOK COUNTY

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 19 TO 26, BOTH INCLUSIVE, IN WESTERFIELD'S RESUBDIVISION OF THAT PART OF BLOCK 27 IN WILMETTE VILLAGE LYING EAST OF AND ADJOINING A STRIP OF LAND 100 FEET WIDE ALONG THE WESTERLY SIDE THEREOF, CONVEYED TO CHICAGO AND MILWAUKEE RAIL ROAD COMPANY BY DEED DATED NOVEMBER 1, 1870 AND RECORDED JANUARY 31, 1871 AS DOCUMENT 81835, ACCORDING TO THE PLAT OF SAID WESTERFIELD'S RESUBDIVISION RECORDED MAY 17, 1878 IN BOOK 13 OF PLATS, PAGE 70, AS DOCUMENT NO. 180959, ALL IN THE NORTH SECTION OF WILMETTE RESERVATION, IN (THE NORTHWEST 1/4 OF SECTION 34) TOWNSHIP 42 NORTH, RANGE 17 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE VACATED 20 FOOT WIDE ALLEY VACATED BY ORDINANCE NO. 69-O-4, A COPY OF WHICH WAS RECORDED MAY 14, 1969 AS DOCUMENT NO. 20440526, LYING BETWEEN LOTS 19 TO 22, INCLUSIVE, AND LOTS 24 TO 26, INCLUSIVE, OF WESTERFIELD'S RESUBDIVISION OF PART OF BLOCK 27 OF VILLAGE OF WILMETTE RECORDED MAY 17, 1878 AS DOCUMENT NO. 180959 IN THE NORTHWEST 1/4 OF SECTION 34, AFORESAID.

PARCEL 3:

THAT PART OF WASHINGTON COURT (WASHINGTON AVENUE) (PINE STREET) VACATED BY ORDINANCE NO. 71-O-21, A COPY OF WHICH WAS RECORDED SEPTEMBER 3, 1971 AS DOCUMENT NO. 21613277, AND DESCRIBED AS LYING WEST OF THE WEST LINE OF LOT 23 OF WESTERFIELD'S RESUBDIVISION OF PART OF BLOCK 27 OF VILLAGE OF WILMETTE RECORDED MAY 17, 1878 AS DOCUMENT NO. 180959 IN THE NORTHWEST 1/4 OF SECTION 34, AFORESAID, SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID WASHINGTON COURT EXTENDED, AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID LOT 23 EXTENDED.

PARCEL 4:

THAT PART OF THE EAST AND WEST PUBLIC ALLEY IN WESTERFIELD'S RESUBDIVISION OF PART OF BLOCK 27 OF VILLAGE OF WILMETTE RECORDED MAY 17, 1878 AS DOCUMENT NO. 180959 IN THE NORTHWEST 1/4 OF SECTION 34, AFORESAID, VACATED BY ORDINANCE NO. 71-O-21, A COPY OF WHICH WAS RECORDED SEPTEMBER 3, 1971 AS DOCUMENT NO. 21613277, AND DESCRIBED AS LYING WEST OF THE WEST LINE OF LOT 24, SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 24 EXTENDED, AND NORTHEASTERLY OF THE

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 990033939 N
STREET ADDRESS: 1200 CENTRAL AVE.
CITY: WILMETTE **COUNTY:** COOK COUNTY
TAX NUMBER:

LEGAL DESCRIPTION:

SOUTHWESTERLY LINE OF SAID LOT 24 EXTENDED.

PARCEL 5:

THAT PART OF THE RIGHT OF WAY OF WASHINGTON AVENUE (WASHINGTON COURT) (PINE STREET) VACATED BY ORDINANCE NO. 97-O-98, A COPY OF WHICH WAS RECORDED DECEMBER 19, 2008 AS DOCUMENT NO. 0835450011, AS SUBSEQUENTLY CORRECTIVELY AMENDED BY ORDINANCE NO. 98-O-73, A COPY OF WHICH WAS RECORDED DECEMBER 19, 2008 AS DOCUMENT NO. 0835450012, AND DESCRIBED AS FOLLOWS:

THE SOUTH 16.00 FEET OF THAT PART OF WASHINGTON COURT, 66.00 FOOT WIDE RIGHT-OF-WAY LYING NORTH OF AND ADJOINING LOTS 19 THROUGH 23, BOTH INCLUSIVE, IN WESTERFIELD'S RESUBDIVISION, AFORESAID, SAID 16.00 STRIP OF LAND LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF 12TH STREET AND EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF ELECTRIC PLACE.