

H2523246

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This Instrument prepared by and after recording should be returned to:

Doc#: 1019708076 Fee: \$50.00) Eugene "Gene" Moore RHSP Fee:\$10.000 Cook County Recorder of Deeds Date: 07/16/2010 07:56 AM Pg: 1 of 8

Inland Bank and Trust 2805 Butterfield Road Suite 200 Oak Brook, IL 60523



Property Addresses: Parcel 1: 1343 W. Byron Street Chicago, Illinois 60613

Doc#: Fee: \$4.00 Eugene "Gene" Moore Cook County Recorder of Deeds Date: 07/16/2010 07:56 AM Pg: 0

Parcel 2: 3854 N. Greenview Ave. Chicago, Illinois 60613

PIN Number(s) Parcel 1: 14-20-108-020-0000

Parcel 2: 14-20-105-048-0000

CTIC-HE AMENDMENT TO LOAN DOCUMENTS

This Amendment to Loan Documents (this "Amendment") dated effective as of May 1, 2010 is by and between S&S Systems, LLC, an Illinois limited liability company ("Borrower 1") and Inland Bank and Trust, an Illinois banking corporation (the "Lender") and amends the following documents:

Borrower 1 Loan Documents:

A loan in the original principal amount of \$500,000 to S&S Systems, LLC, an Illinois limited liability company ("Borrower 1") as evidenced by a Promissory Note 1 in favor of Lender; Business Loan Agreement; and Commercial Security Agreement, each dated as of July 1, 2008; Mortgage dated March 27, 2007 recorded with the Recorder of Deeds of Cook County, Illinois on April 12, 2007 as document number 0710257058; a loan in the original principal amount of \$299,663 to Borrower 1 as evidenced by a Promissory Note 2 in favor of Lender; Business Loan Agreement; and Commercial Security Agreement, each dated as of July 1, 2008; Mortgage dated March 1, 2007 recorded with the Recorder of Deeds of Cook County, Illinois on April 12, 2007 as document number 0710257059 made by and among Todd Bryant, Jocelyn Bryant and Frank Talbert with respect to the real estate identified on Exhibit A attached hereto (as the same may have been or may hereafter be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant or incidental thereto, collectively, the "Borrower 1 Loan Documents").

In addition Lender made the following loans to the following borrowers:

Borrower 2 Loan Documents:

A loan in the original principal amount of \$625,000 to HD Partners Residential, LLC, an Arizona limited liability company ("Borrower 2") as evidenced by a Promissory Note 3 in favor of Lender dated January 1, 2009; Business Loan Agreement dated January 1, 2009; Deed of Trust

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dated December 28, 2006 and recorded with the Recorder of Deeds of Maricopa County, Arizona on January 26, 2007 as document number 20070103131 between Lender and Borrower 2 (as the same may have been or may hereafter be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant or incidental thereto, collectively, the "Borrower 2 Loan Documents").

Borrower 3 Loan Documents:

A loan in the original principal amount of \$3,500,000 to Proteus Group, LLC, an Illinois limited liability company ("Borrower 3") as evidenced by a Promissory Note 4 in favor of Lender dated August 1, 2008; Business Loan Agreement dated August 1, 2008; Security Agreement dated February 25, 2008; and Security Agreement dated August 1, 2008 (as the same may have been or may hereafter be amended, restated, modified, renewed, extended, substituted and/or replaced from time to time, together with any documents executed pursuant or incidental thereto, collectively, the "Borrower 3 Loan Documents").

Borrower 1, Borrower 2 and Borrower 3 are affiliates in that they share, directly or indirectly, common ownership and/or control.

Capitalized terms used herein but not otherwise defined herein shall have the same meaning as in the Borrower 1 Loan Documents.

The parties hereto agree as follows:

AMENDMENT TO BORROWER 1 LOAN DOCUMENTS

1.1 Cross Collateralization / Cross Default.

Borrower 1 acknowledges and agrees that (A) any and all collateral pledged as security in favor of Lender pursuant to the Borrower 1 Loan Documents secures not only the indebtedness, liabilities and obligations, howsoever arising or created, of Borrower 1 to Lender, including, but not limited to, as evidenced by the Borrower 1 Loan Documents (the "Borrower 1 Liabilities") but also any indebtedness, liabilities and obligations, howsoever arising or created, of Borrower 2 and Borrower 3 to Lender, including, but not limited to, as evidenced by the Borrower 2 Loan Documents and Borrower 3 Loan Documents, respectively (the "Affiliate Liabilities"); and (B) Lender shall not release any lien on any collateral given to secure the Borrower 1 Loan Documents unless and until all of Borrower 1's Liabilities and the Affiliate Liabilities are paid in full, and (C) any "Default" or "Event of Default" (however such terms are defined) by Borrower 2 under any Borrower 2 Loan Documents and/or Borrower 3 under any Borrower 3 Loan Documents shall be a default under the Borrower 1 Loan Documents.

1.2 Omnibus Amendment. Each of the Borrower 1 Loan Documents shall be deemed amended to give effect to the provisions of this Amendment without need for referencing each of the Borrower 1 Loan Documents by name. Without limiting the generality of the foregoing, Borrower 1 and Lender acknowledge that the term "Agreements", "Documents", "Related Documents" and/or "Other Agreements" shall mean all of the Borrower 1 Loan Documents as modified by this Amendment (and any notes, amendments and agreements delivered in connection herewith) and shall now be deemed to include this Amendment and any other documents, instruments or agreements executed in connection herewith. To the extent the terms of this Amendment are inconsistent with the terms of the Borrower 1 Loan Documents; the provisions of this Amendment shall govern. The terms and provisions of the Loan Documents shall remain in full force and effect as modified by this Amendment.

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1.3 Extension of Maturity Date of Note 1. The maturity date of Note 1 is hereby extended from May 1, 2010 to September 1, 2010. All references in Note 1 or the other Borrower 1 Loan Documents to the maturity date of Note 1 shall hereafter mean to refer to September 1, 2010.

1.4 Acknowledgement of Floor Rate of Note 1. Borrowers acknowledge that, notwithstanding any other prior agreements to the contrary, under no circumstances will the interest rate applicable to Note 1 be less than 6% per annum.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the day and year first above written.

LENDER:

INLAND BANK AND TRUST,
an Illinois banking corporation

By: [Signature]
Name: Christopher M. Obbeff
Title: SVP

BORROWER 1:

S&S SYSTEMS, LLC, an
Illinois limited liability company

By: [Signature]
By: Todd Bryant, Manager of S & S Systems, LLC
[Signature]
By: Frank Talbert, Manager of S & S Systems, LLC

Agreed and Accepted as to the Amendment of the Mortgage: [Signature]

[Signature]
Jocelyn Bryant

The foregoing Letter Amendment dated June 1, 2010 between Lender and Borrower is hereby consented and agreed to by the following guarantor(s) of the obligations of Borrower:

[Signature]
Todd Bryant
[Signature]
Frank Talbert

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1.3 Extension of Maturity Date of Note 1. The maturity date of Note 1 is hereby extended from May 1, 2010 to September 1, 2010. All references in Note 1 or the other Borrower 1 Loan Documents to the maturity date of Note 1 shall hereafter mean to refer to September 1, 2010.

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IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the day and year first above written.

LENDER:

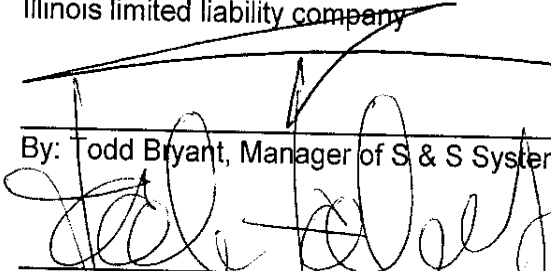
INLAND BANK AND TRUST,
an Illinois banking corporation

By: 
Name: Michael Fogarty
Title: AVP

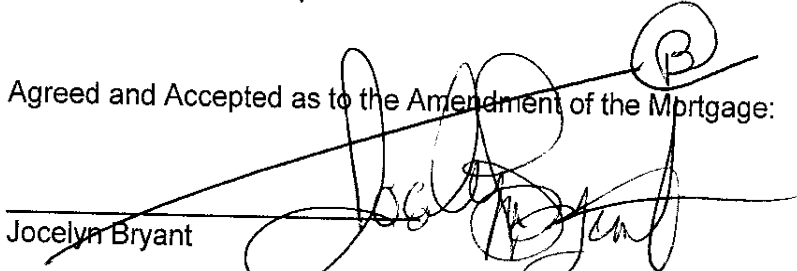
BORROWER 1:

S&S SYSTEMS, LLC, an
Illinois limited liability company

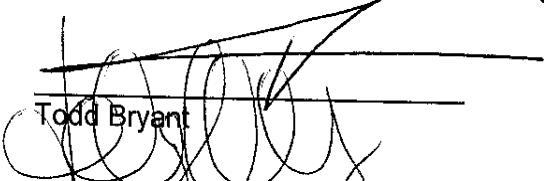
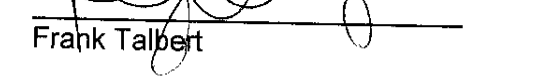
By: Todd Bryant, Manager of S & S Systems, LLC


By: Frank Talbert, Manager of S & S Systems, LLC

Agreed and Accepted as to the Amendment of the Mortgage:


Jocelyn Bryant

The foregoing Letter Amendment dated June 1, 2010 between Lender and Borrower is hereby consented and agreed to by the following guarantor(s) of the obligations of Borrower:


Todd Bryant

Frank Talbert

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Borrower 1

THE STATE OF ILLINOIS)
)
COUNTY OF Cook)

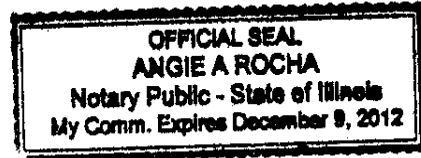
On this 28th day of June, 2010, before me appeared Frank Talbert and Todd Bryant, to me personally known, who being by me duly sworn, did say that they are the managers of S&S Systems, LLC, and that said instrument was signed on behalf of said company by authority of the managers and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Angie A. Rocha
Notary Public

My Commission Expires:

December 9, 2012



Lender

THE STATE OF ILLINOIS)
)
COUNTY OF Will)

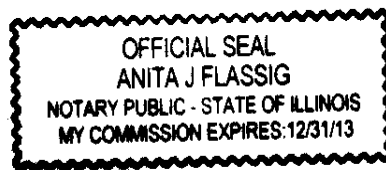
On this 29th day of June, 2010, before me appeared CHRISTINE M. OBRAGY, to me personally known, who being by me duly sworn, did say that s/he is a SIC V.P. of Inland Bank & Trust, and that said instrument was signed on behalf of said company by authority of said _____ and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Anita J. Flagg
Notary Public

My Commission Expires:

12-31-13



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Individuals

THE STATE OF ILLINOIS)
COUNTY OF Cook)

On this 28th day of June, 2010, before me appeared Jocelyn Brant and ~~Todd Bryant~~ ^{BRYANT}, to me personally known, who being by me duly sworn, did say that said instrument was signed by them as the free act and deed of said persons.

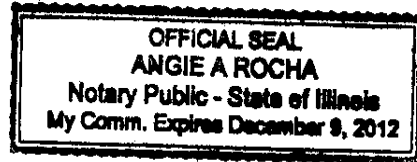
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Angie A Rocha
Notary Public

My Commission Expires:

December 9, 2012

THE STATE OF ILLINOIS)
COUNTY OF Will)



On this 29th day of June, 2010, before me appeared Frank Talbert, to me personally known, who being by me duly sworn, did say that said instrument was signed by him as the free act and deed of said person.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

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EXHIBIT A

PARCEL 1: THE WEST 40 FEET OF LOTS 1, 2, AND 3 IN BLOCK 4 IN TALBOT'S SUBDIVISION OF BLOCKS 3 AND 4 IN EDSON'S SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT A PART IN THE NORTHEAST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.

Property commonly known as 1343 W. Byron Street, Chicago, Illinois 60613
Pin Number: 14-20-108-020-0000

PARCEL 2: THE SOUTH 30.00 FEET OF THE NORTH 60.00 FEET OF LOTS 6 AND 7, TAKEN AS A TRACT IN BLOCK 6 OF LAKE VIEW HIGH SCHOOL SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property commonly known as 3854 N. Greenview Ave., Chicago, Illinois 60613
PIN Number: 14-20-105-048-0000

Property of Cook County Clerk's Office