



Doc#: 1023541002 Fee: \$72.00  
 Eugene "Gene" Moore RHSP Fee: \$10.00  
 Cook County Recorder of Deeds  
 Date: 08/23/2010 02:40 PM Pg: 1 of 19

This instrument was prepared by  
 and after recording return to:

Joel E. Resnick  
 Much Shelist  
 191 North Wacker Drive, Suite 1800  
 Chicago, Illinois 60606-1615  
 (312) 521-2669

Street Address:  
 4321 S. Harlem Avenue  
 Stickney, Illinois 60402

PIN: 19-06-300-041

TLR 30733

618973200-  
 11001

ABOVE SPACE FOR RECORDER'S USE ONLY

### LOAN DOCUMENT MODIFICATION AGREEMENT

**THIS LOAN DOCUMENT MODIFICATION AGREEMENT** (this "Modification") is made as of the 30 day of March, 2010 but is intended to effective as of January 5, 2010 (the "Effective Date"), by and among **WESTERN SPRINGS NATIONAL BANK AND TRUST**, not personally but solely as trustee under trust agreement dated December 6, 1996 and known as Trust No. 3564, ("Trustee"), **SKS DEVELOPMENT, INC.**, an Illinois corporation ("SKS"; Trustee and SKS are collectively referred to herein as "Borrower"), **MICHAEL J. SLINKMAN** ("MJS"), **HAROLD SLINKMAN** ("HS"), and **JOHN KRATOCHVIL** ("JK"; MJS, HS, and JK are individually referred to herein as a "Guarantor" and collectively as the "Guarantors"), and **BRIDGEVIEW BANK GROUP**, its successors and assigns ("Lender").

#### RECITALS:

A. Lender has made a loan ("Loan") to SKS in the principal amount of Two Million One Hundred Forty Five Thousand and 00/100 Dollars (\$2,145,000.00) ("Loan Amount") as evidenced by that certain Promissory Note dated July 2, 2008 ("Note") in the principal amount of the Loan Amount.

B. The Note is secured by, among other things, that certain Mortgage dated July 2, 2008 from Trustee to Lender recorded with the Recorder of Deeds in Cook County, Illinois ("Recorder") on August 13, 2008 as Document No. 0822603071 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property").

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C. The Note is further secured by the Commercial Guaranty dated as of July 2, 2008 executed and delivered by each Guarantor (collectively, the "**Guaranties**").

D. The Note, Mortgage, Assignment, Guaranties, and other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "**Loan Documents**."

E. The current outstanding balance of the Loan is \$2,145,000.00 and Borrower is in default of its obligation to pay interest and principal as required under the Note and the other Loan Documents (the "**Default**").

F. Borrower has agreed to cure the Default as of the date of this Agreement and Lender and Borrower have agreed to modify certain of the terms and provisions of the Loan Documents as described in this Modification.

## AGREEMENTS:

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

1. **Recitals**. The Recitals set forth above are incorporated into and made part of this Modification. Capitalized terms used and not otherwise defined in this Modification shall have the meanings ascribed to such terms in the Loan Documents.

2. **Maturity Date**. The Maturity Date of the Note is hereby amended and modified to be April 5, 2011. Any references in the Loan Documents to the Maturity Date of the Note shall mean April 5, 2011.

3. **Default**. Simultaneous with the execution and delivery of this Modification, Borrower shall pay to Lender the amount of \$21,971.34, which amount constitutes all interest due and owing under the Note as of the date of this Agreement, plus \$620.00, which amount constitutes the current shortfall in the real estate escrow for this Loan.

4. **Cross Default and Cross Collateralization**. The following is added to the Mortgage:

**"Cross Default and Cross Collateralization.**

(a) This Mortgage is given in connection with one (1) of fourteen (14) loans which Lender has made to Grantor or affiliates of Grantor. The "Loan" and the other loans listed on Exhibit B (the "Other Loans") are collectively referred to herein as the "Loans".) Upon (a) the occurrence of a default under this Mortgage or any of the other Loan Documents not cured within any applicable cure periods, or (b) the occurrence of a

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default under any mortgage or any of the other documents and instruments relating to any of the other Loans (collectively, the "Other Loan Documents") not cured within any applicable cure periods, then in any such event, Lender may declare all of the principal, interest and other sums which may be outstanding under the Notes and with respect to the other Loans (collectively, the "Total Indebtedness") to be immediately due and payable without further demand, and Lender may exercise any and all rights and remedies provided in this Mortgage, the Loan Documents, or any of the Other Loan Documents, whether or not Lender exercises its right to accelerate the Indebtedness secured by this Mortgage and the Loan Documents, or the Indebtedness secured to Lender by any of the Other Loan Documents.

(b) The Total Property (which shall be the "Real Property" as that term is defined herein, together with the "Real Property", as that term is defined in the Other Loan Documents) shall secure to Lender the payment of the Total Indebtedness and the performance of the covenants and agreements set forth in this Mortgage, the Loan Documents and the Other Loan Documents (collectively, the "Obligations"), all of which are secured to Lender by this Mortgage without apportionment or allocation of any part or portion of the premises and without apportionment or allocation of any part or portion of the Total Property.

(c) In addition to the rights and remedies provided to Lender elsewhere in this Mortgage, upon the breach of any covenant or agreement of this Mortgage, the Loan Documents or the Other Loan Documents not cured within any applicable cure periods, Lender shall be allowed to enforce the payment of the Total Indebtedness and performance of the Obligations, and to exercise all of the rights, remedies and powers provided under this Mortgage, the Loan Documents, or the Other Loan Documents, or any of them, or under any provision of law, in one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender in its sole and absolute discretion. Lender may enforce its rights against any one or more parcels of the Total Property in such order and manner as the Lender may elect in its sole and absolute discretion. The enforcement of this Mortgage, any of the Loan Documents, or any of the Other Loan Documents against any one or more parcels of the Total Property, whether by court action or otherwise, shall not constitute an election of remedies and shall not prejudice or in any way limit or preclude the enforcement of this Mortgage, the Loan Documents, or the Other Loan Documents, or any of them, through one or more additional proceedings. No judgment obtained by Lender in any one or more enforcement proceedings shall merge the debt secured hereby into such judgment, and all of such debt which shall remain unpaid shall be a continuing obligation of Grantor, not merged into any such judgment. This Mortgage shall secure to Lender the repayment of any amount which Grantor may owe to Lender, including without limitation the amount of any judgment, together with any interest thereon, which may be rendered in connection with the enforcement of the Note or the Loan Documents, or any of the Other Loan Documents. Grantor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage, the Loan Documents, or the Other Loan Documents in any particular manner or order. Lender may bring any action

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or proceeding, including without limitation foreclosure through judicial proceedings in state or federal courts, and such proceeding may relate to all or any part of the Total Property without regard to the fact that any one or more prior or contemporaneous proceedings have been commenced elsewhere with respect to the same or any other part of the Total Property.

(d) In the event of the enforcement or foreclosure of this Mortgage, the proceeds of such enforcement or foreclosure shall be applied first to the repayment of the Indebtedness relating to the Notes. If Lender forecloses against some but not all of the Total Property, the proceeds of any resulting foreclosure shall be applied prorata against the Loans primarily described in the mortgages that are the subject matter of such foreclosures on the basis of the then outstanding principal balance of such Loans. Any funds thereafter remaining shall be applied to the payment of the Indebtedness relating to the other Loans in such order as Lender may determine."

5. **Waiver of Right of Rights.** The following is added to the Mortgage:

**Waiver of Right of Rights.** Borrower hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Real Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

(a) Grantor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Grantor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15-1601 or other applicable law or replacement statutes;

(b) Grantor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to the Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

(c) If Grantor is a trustee, Grantor represents that the provisions of this section (including the waiver of reinstatement and redemption rights) were made at the express direction of the Grantor's beneficiaries and the persons having the power of direction over the Grantor, and are made on behalf of the trust estate of the Grantor and all beneficiaries of the Grantor, as well as all other persons mentioned above.

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6. **Representations and Warranties.** Borrower and each Guarantor (as applicable) hereby represent, covenant and warrant to Lender as follows, it being understood and agreed that all representations and warranties of any Guarantor hereunder relate to that Guarantor only:

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

(b) As of the date hereof, Borrower and Guarantor are not aware of any claim, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(c) 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 Modification and to perform the Loan Documents as modified herein. The execution and delivery of this Modification 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 Modification has been duly executed and delivered on behalf of Borrower.

7. **Reaffirmation of Guaranty.** Each Guarantor ratifies its respective Guaranty and agrees that said Guaranty is in full force and effect following the execution and delivery of this Modification. Each Guaranty continues to be the valid and binding obligation of each Guarantor, enforceable in accordance with its terms and no Guarantor has any claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in its respective Guaranty.

8. **Loan Fees and Costs.** As a condition precedent to the agreements contained herein, Borrower shall pay Lender all out-of-pocket costs and expenses incurred by Lender in connection with this Modification, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses. Borrower authorizes Lender to pay all such fees, charges and expenses by making additional disbursements of the Loan.

9. **Reaffirmation of Loan Documents.** Borrower and each Guarantor ratifies and affirms the Loan Documents to which it is a party, as amended hereby, and agrees that the Loan Documents are in full force and effect following the execution and delivery of this Agreement.

10. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause \_\_\_\_\_ Title Insurance Company to issue an endorsement to Lender's title insurance policy No. \_\_\_\_\_ (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement, and insuring the first priority of the lien of the 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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## 11. Miscellaneous.

(a) This Modification is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Modification may 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 Modification, 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 Modification. Each of the parties to this Modification represents that it has been advised by its respective counsel of the legal and practical effect of this Modification, and recognizes that it is executing and delivering this Modification, 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 parties state that they have read and understand this Modification, 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 Modification 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 will 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 Modification, 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 modified as set forth in this Modification. Except as expressly modified, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Modification binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any reference to the "Note," the "Mortgage" or the "Loan Documents" contained in any of the Loan Documents should be considered to refer to the Notes, the Mortgage and the other Loan Documents as amended from time to time. The paragraph and section headings used in this Modification are for convenience only and shall not limit the substantive provisions hereof. All words in this Modification that are expressed in the neuter gender should be considered to include the masculine, feminine and neuter genders. Any word in this Modification that is expressed in the singular or plural should be considered, whenever appropriate in the context, to include the plural and the singular.

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

(e) Time is of the essence of each of Borrower's obligations under this Modification.

(f) This Modification is executed by Western Springs Bank and Trust, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. The parties executing this Modification on behalf of such trustee hereby warrant that each possesses full power and authority to do so. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on ~~Bridgeway Bank Group~~ personally to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

(g) Lender and MJS have entered into a Loan Agreement of even date herewith and the parties to this Modification hereby agree that a default by MJS under such Loan Agreement shall constitute an event of default under this Modification and the Loan Documents.

\*Western Springs National Bank and Trust

[REMAINDER OF PAGE INTENTIONALLY BLANK-SIGNATURE PAGE FOLLOWS]

Cook County Clerk's Office

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This Modification was executed as of the date and year set forth above.

**LENDER:**

**BRIDGEVIEW BANK GROUP**

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

**BORROWER:**

**BORROWER:**

**WESTERN SPRINGS NATIONAL BANK AND TRUST**, not personally but solely as trustee under trust agreement dated December 6, 1996 and known as Trust No. 3564

By: [Signature]  
Name: DAN WLODAR  
Title: TRUST OFFICER



**BORROWER:**

**SKS DEVELOPMENT, INC.**, an Illinois corporation

By: [Signature]  
Michael J. Slinkman, its President

**GUARANTOR:**

[Signature]  
Michael J. Slinkman

**GUARANTOR:**

[Signature]  
Harold Slinkman

**GUARANTOR:**

[Signature]  
John Kratochvil

Property of Cook County Clerk's Office

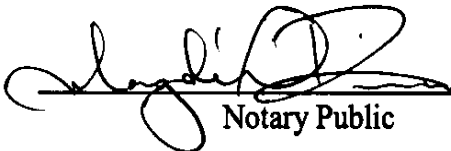


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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I Magdiel Rivera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy Jones, Vice President of Bridgeview Bank Group, 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 30<sup>th</sup> day of March, 2010.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 06/27/2010



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

I GRAZYNA A. ZIOMEK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL WLODEK, Vice President of WESTERN SPRINGS BANK AND TRUST, trustee as aforesaid, 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 30<sup>th</sup> day of March, 2010.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 4-12-2011

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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I Magdiel Rivera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL J. SLINKMAN, President of SKS DEVELOPMENT INC., an Illinois corporation 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 30<sup>th</sup> day of March, 2010.



Magdiel Rivera  
Notary Public

My Commission Expires: 06/27/2010

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )



I Magdiel Rivera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL J. SLINKMAN 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 30<sup>th</sup> day of March, 2010.

Magdiel Rivera  
Notary Public

My Commission Expires: 06/27/2010




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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I Magdiel Rivera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HAROLD SLINKMAN 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 30<sup>th</sup> day of March, 2010.

  
\_\_\_\_\_  
Notary Public


My Commission Expires: 06/27/2010



STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I Magdiel Rivera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN KRATOCHVIL 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 30<sup>th</sup> day of March, 2010.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 06/27/2010



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## EXHIBIT A

### THE PROPERTY

LOT 18 (EXCEPT THE SOUTH 12.50 FEET THEREOF) AND LOT 19 (EXCEPT THE NORTH 12.50 FEET THEREOF) IN PREROST EDGEWOOD HOMES SECOND ADDITION, BEING A SUBDIVISION OF BLOCK 29 (EXCEPT THE EAST 375 FEET THEREOF) IN CIRCUIT COURT PARTITION IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1959 AS DOCUMENT 17530729, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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## EXHIBIT B

### OTHER LOANS

1. Loan from Bridgeview Bank Group ("Lender") to Western Springs National Bank and Trust, as Trustee under Trust Agreement dated December 6, 1996 and known as Trust Number 3564 ("Borrower") in the principal amount of Four Hundred Sixty Thousand and 00/100 Dollars (\$460,000.00) as evidenced by that certain Promissory Note dated February 13, 2004, made payable by Borrower to Lender. The Promissory Note is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated February 13, 2004 and recorded with the Cook County Recorder of Deeds on March 29, 2004 as document numbers 0408914188 and 0408914189, respectively, which encumber the real property and all improvements thereon legally described therein. The Promissory Note was modified by that certain Change In Terms Agreement dated February 6, 2009 from Borrower to Lender in the principal amount of Four Hundred Ten Thousand Five Hundred Seventy Seven and 69/100 Dollars (\$410,577.69) as evidenced by that Modification of Mortgage dated February 6, 2009 and recorded with the Cook County Recorder of Deeds on April 8, 2009 as document number 0909850039.

Property Address: 4612 Forest Avenue, Brookfield, Illinois  
PIN: 18-03-428-056-0000

2. Loan from Bridgeview Bank Group ("Lender") to Western Springs National Bank as Trustee under Trust Agreement dated December 6, 1996 and known as Trust Number 3564 ("Borrower") in the principal amount of Nine Hundred Twelve Thousand and 00/100 Dollars (\$912,000.00) as evidenced by that certain Promissory Note dated October 27, 2004, made payable by Borrower to Lender ("Original Promissory Note"). The Original Promissory Note is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated October 27, 2004 and recorded with the Cook County Recorder of Deeds on November 19, 2004 as document numbers 0432434116 and 0432434117, respectively, which encumber the real property and all improvements thereon legally described therein. The Original Promissory Note was substituted and replaced by a certain new Promissory Note dated November 5, 2007 from Borrower to Lender in the principal amount of Nine Hundred Forty Seven Thousand Four Hundred Two and 00/100 Dollars (\$947,402.00) as evidenced by that Modification of Mortgage dated November 5, 2007 and recorded with the Cook County Recorder of Deeds on January 10, 2008 as document number 0801040004.

Property Address: 443 and 457 N. Wolf Road, Hillside, Illinois  
PIN: 15-08-319-017-0000, 15-08-319-018-0000, 15-08-319-019-0000, 15-08-319-020-0000, 15-08-319-021-0000 and 15-08-319-022-0000

3. Loan from Bridgeview Bank Group ("Lender") to Bridgeview Bank Group, as Trustee under Trust Agreement dated March 19, 2004 and known as Trust Number 1-3111 ("Borrower") in the principal amount of Six Hundred Thirty Two Thousand Eight Hundred and 00/100 Dollars (\$632,800.00) as evidenced by that certain Promissory Note dated February 22, 2006, made

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payable by Borrower to Lender ("Note No. 1"). Note No. 1 is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated February 22, 2006, and recorded with the Cook County Recorder of Deeds on March 10, 2006 as document numbers 0606920007 and 0606920008, respectively, which encumber the real property and all improvements thereon legally described therein. Note No. 1 was substituted and replaced by that certain Promissory Note dated August 15, 2006 from Borrower to Lender in the principal amount of Seven Hundred Twenty Thousand and 00/100 Dollars (\$720,000.00) (Note No. 2) as evidenced by that Modification of Mortgage dated August 15, 2006 and recorded with the Cook County Recorder of Deeds on September 14, 2006 as document number 0625726052. Note No. 2 was substituted and replaced by that certain Promissory Note dated August 31, 2006 from Borrower to Lender in the principal amount of Seven Hundred Thirty Eight Thousand Seven Hundred Ninety Five and 97/100 Dollars (\$738,795.97) (Note No. 3) as evidenced by that Modification of Mortgage dated August 31, 2006 and recorded with the Cook County Recorder of Deeds on June 16, 2008 as document number 0816815041. Note No. 3 was modified by that certain Change In Terms Agreement dated March 5, 2008 from Borrower to Lender in the principal amount of Seven Hundred Twenty Nine Thousand Five Hundred Fifty Seven and 01/100 Dollars (\$729,557.01).

Property Address: 7317 39<sup>th</sup> Street, Lyons, Illinois

PIN: 18-01-202-005-0000, 18-01-202-006-0000 and 18-01-202-007-0000

4. Loan from Bridgeview Bank and Trust ("Lender") to Western Springs National Bank and Trust, as Trustee under Trust Agreement dated April 9, 2003 and known as Trust Number 3997 ("Borrower") in the principal amount of Five Hundred Sixty Thousand and 00/100 Dollars (\$560,000.00) as evidenced by that certain Promissory Note dated December 22, 2003, made payable by Borrower to Lender ("Note No. 1"). Note No. 1 is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated December 22, 2003 and recorded with the Cook County Recorder of Deeds on December 21, 2003 as document numbers 0336502125 and 0336502126, respectively, which encumber the real property and all improvements thereon legally described therein. Note No. 1 was substituted and replaced by that certain new Promissory Note dated January 5, 2007 from Borrower to Lender in the principal amount of Six Hundred Thirty Three Thousand Six Hundred Fifty and 62/100 Dollars (\$633,650.62) (Note No. 2) as evidenced by that Modification of Mortgage dated January 5, 2007 and recorded with the Cook County Recorder of Deeds on February 28, 2007 as document number 0705933130. Note No. 2 was modified by that certain Change In Terms Agreement dated February 6, 2009 from Borrower to Lender in the principal amount of Six Hundred Eleven Thousand Two Hundred Ninety Three and 53/100 Dollars (\$611,293.53) as evidenced by that Modification of Mortgage dated February 6, 2009 and recorded with the Cook County Recorder of Deeds on April 8, 2009 as document number 0909850041.

Property Address: 1447 Homestead Road, LaGrange Park, Illinois

PIN: 15-28-404-013-0000

5. Intentionally Omitted.



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6. Loan from Bridgeview Bank Group ("Lender") to Bridgeview Bank Group, as Trustee under Trust Agreement dated March 19, 2004 and known as Trust Number 1-3106 and SKS Properties Northeast Region, Inc. (collectively, the "Borrower") in the principal amount of Six Hundred Eighty Thousand and 00/100 Dollars (\$680,000.00) as evidenced by that certain Promissory Note dated May 3, 2005, made payable by Borrower to Lender ("Note No. 1"). Note No. 1 is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated May 3, 2005 and recorded with the Cook County Recorder of Deeds on May 11, 2005 as document numbers 0513133136 and 0513133137, respectively, which encumber the real property and all improvements thereon legally described therein. Note No. 1 was substituted and replaced by that certain new Promissory Note dated April 5, 2008 from Borrower to Lender in the principal amount of Seven Hundred Thirty Six Thousand and 00/100 Dollars (\$736,000.00) as evidenced by that Modification of Mortgage dated April 5, 2008 and recorded with the Cook County Recorder of Deeds on June 16, 2008 as document number 0816815042.

Property Address: 6913-15 Cermak Road, Berwyn, Illinois  
PIN: 16-30-102-005 and 16-30-102-006

7. Loan from Bridgeview Bank Group ("Lender") to Western Springs National Bank and Trust, as Trustee under Trust Agreement dated December 6, 1996 and known as Trust Number 3564 ("Borrower") in the principal amount of Five Hundred Twelve Thousand and 00/100 Dollars (\$512,000.00) as evidenced by that certain Promissory Note dated February 6, 2004, made payable by Borrower to Lender ("Note No. 1"). Note No. 1 is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated February 6, 2004 and recorded with the Cook County Recorder of Deeds on February 18, 2004 as document numbers 0404926336 and 0404926337, respectively, which encumber the real property and all improvements thereon legally described therein. Note No. 1 was substituted and replaced by that certain new Promissory Note dated June 6, 2006 from Borrower to Lender in the principal amount of Five Hundred Eighty Thousand and 00/100 Dollars (\$580,000.00) (Note No. 2) as evidenced by that certain Modification of Mortgage dated June 5, 2006 and recorded with the Cook County Recorder of Deeds on June 27, 2006 as document number 0617805060. Note No. 2 was modified by that certain Change In Terms Agreement dated February 6, 2009 from Borrower to Lender in the principal amount of Five Hundred Sixty Two Thousand Five Hundred Sixteen and 84/100 Dollars (\$562,516.84) as evidenced by that Modification of Mortgage dated February 6, 2009 and recorded with the Cook County Recorder of Deeds on April 8, 2009 as document number 0909850040.

Property Address: 8101 W. 84<sup>th</sup> Street, Justice, Illinois  
PIN: 18-35-405-017

8. Loan from Bridgeview Bank Group ("Lender") to Bridgeview Bank Group, as Trustee under Trust Agreement dated March 19, 2004 and known as Trust Number 1-3109 and SKS Properties Southwest Region, Inc. (collectively, the "Borrower") in the principal amount of Eight Hundred Forty Thousand and 00/100 Dollars (\$840,000.00) as evidenced by that certain Promissory Note dated February 17, 2006, made payable by Borrower to Lender. The Promissory Note is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated February 17, 2006 and recorded with the Cook County Recorder

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of Deeds on March 7, 2006 as document numbers 0606610074 and 0606610075, respectively, which encumber the real property and all improvements thereon legally described therein.

Property Address: 9709 Lorraine Drive, Countryside, Illinois  
PIN: 18-16-213-044

9. Loan from Bridgeview Bank Group ("Lender") to Western Springs National Bank and Trust, as Trustee under Trust Agreement dated December 6, 1996 and known as Trust Number 3564 ("Borrower") in the principal amount of Seven Hundred Five Thousand and 00/100 Dollars (\$705,000.00) as evidenced by that certain Promissory Note dated June 30, 2004, made payable by Borrower to Lender. The Promissory Note is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated June 30, 2004 and recorded with the Cook County Recorder of Deeds on July 26, 2004 as document numbers 0420835036 and 0420835037, respectively, which encumber the real property and all improvements thereon legally described therein and commonly known as 4319 S. Harlem Avenue, Stickney, Illinois and that certain Mortgage and that certain Assignment of Rents both dated June 30, 2004 and recorded with the Cook County Recorder of Deeds on July 26, 2004 as document numbers 0420835039 and 0420835040, respectively, which encumber the real property and all improvements thereon legally described therein and commonly known as 4321 S. Harlem Avenue, Stickney, Illinois. The Promissory Note was modified by that certain Change In Terms Agreement dated June 5, 2009 from Borrower to Lender in the principal amount of Six Hundred Forty Two Thousand Two Hundred Thirty Nine and 47/100 Dollars (\$642,239.47).

Property Address: 4319 S. Harlem Avenue and 4321 S. Harlem Avenue, Stickney, Illinois  
PIN: 19-06-300-040 and 19-06-300-041

10. Loan from Bridgeview Bank Group ("Lender") to Bridgeview Bank Group, as Trustee under Trust Agreement dated March 19, 2004 and known as Trust Number 1-3111 ("Borrower") in the principal amount of Six Hundred Forty Thousand Eight Hundred and 00/100 Dollars (\$640,800.00) as evidenced by that certain Promissory Note dated January 30, 2006, made payable by Borrower to Lender. The Promissory Note is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated January 30, 2006, and recorded with the Cook County Recorder of Deeds on February 15, 2006 as document numbers 0604643151 and 0604643152, respectively, which encumber the real property and all improvements thereon legally described therein. The Promissory Note was modified by that certain Change In Terms Agreement dated February 5, 2007 from Borrower to Lender in the principal amount of Six Hundred Thirty One Thousand Four Hundred Fifty Five and 70/100 Dollars (\$631,455.70) (CIT No. 1). CIT No. 1 was modified by that certain Change In Terms Agreement dated March 5, 2008 from Borrower to Lender in the principal amount of Six Hundred Twenty Five Thousand Four Hundred Eighty Eight and 61/100 Dollars (\$625,488.61) (CIT No. 2).

Property Address: 7318 W. Oakwood Avenue, Lyons, Illinois  
PIN: 18-01-202-044

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11. Loan from Bridgeview Bank Group ("Lender") to Bridgeview Bank Group, as Trustee under Trust Agreement dated March 19, 2004 and known as Trust Number 1-3109 and SKS Properties Southwest Region, Inc. (collectively, the "Borrower") in the principal amount of Eight Hundred Forty Thousand and 00/100 Dollars (\$840,000.00) as evidenced by that certain Promissory Note dated December 13, 2005, made payable by Borrower to Lender. The Promissory Note is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated December 13, 2005 and recorded with the Cook County Recorder of Deeds on January 13, 2006 as document numbers 0601302109 and 0601302110, respectively, which encumber the real property and all improvements thereon legally described therein.

Property Address: 9717 Lorraine Drive, Countryside, Illinois  
PIN: 18-16-215-039

12. Loan from Bridgeview Bank Group ("Lender") to Western Springs National Bank and Trust, as Trustee under Trust Agreement dated December 6, 1996 and known as Trust Number 3564 ("Borrower") in the principal amount of One Million Two Hundred Sixty Four Thousand and 00/100 Dollars (\$1,264,000.00) as evidenced by that certain Promissory Note dated April 28, 2004, made payable by Borrower to Lender ("Note No. 1"). Note No. 1 is secured by, among other things, that certain Mortgage and that certain Assignment of Rents both dated April 28, 2004 and recorded with the Cook County Recorder of Deeds on May 6, 2004 as document numbers 0412733180 and 0412733181, respectively, which encumber the real property and all improvements thereon legally described therein.

SKS Conversions, Inc., successor in interest to the Borrower, executed that certain new Promissory Note dated December 5, 2008 from New Borrower to Lender in the principal amount of One Million Thirty Three Thousand Eight Hundred Fifty Four and 46/100 Dollars (\$1,033,854.46) (Note No. 2) as evidenced by that certain Mortgage and that certain Assignment of Rents both dated December 5, 2008 and recorded with the Cook County Recorder of Deeds, which encumber the real property and all improvements thereon legally described therein. Note No. 2 was modified by that certain Change In Terms Agreement dated May 5, 2009 from New Borrower to Lender in the principal amount of One Million Nineteen Thousand Seven Hundred Twenty Six and 66/100 Dollars (\$1,019,726.66) (CIT No. 1). CIT No. 1 was modified by that certain Change In Terms Agreement dated September 5, 2009 from Borrower to Lender in the principal amount of One Million Ten Thousand Six Hundred Seventy Eight and 74/100 Dollars (\$1,010,678.74) (CIT No. 2).

Property Address: 3400 S. Maple Avenue, Brookfield, Illinois  
PIN: 15-34-131-059-1001, 15-34-131-059-1002, 15-34-131-059-1003, 15-34-131-059-1004, 15-34-131-059-1005, 15-34-131-059-1006, 15-34-131-059-1007, 15-34-131-059-1008, 15-34-131-059-1009, 15-34-131-059-1010, 15-34-131-059-1011, 15-34-131-059-1012, 15-34-131-059-1013, 15-34-131-059-1014, 15-34-131-059-1015, 15-34-131-059-1017, 15-34-131-059-1018, 15-34-131-059-1019, 15-34-131-059-1020

13. Loan from Bridgeview Bank Group ("Lender") to SKS Conversions, Inc. ("Borrower") in the principal amount of Seven Hundred Eighty Thousand and 00/100 Dollars (\$780,000.00) as

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evidenced by that certain Promissory Note dated July 16, 2007, made payable by Borrower to Lender ("Note No. 1"). Note No. 1 is secured by, among other things, that certain Mortgage dated July 16, 2007 and recorded with the Cook County Recorder of Deeds on September 4, 2007 as document number 0724733059, which encumbers the real property and all improvements thereon legally described therein. Note No. 1 was substituted and replaced by that certain new Promissory Note dated January 16, 2008 from Borrower to Lender in the principal amount of Eight Hundred Sixty Six Thousand Five Hundred and 00/100 Dollars (\$866,500.00) (Note No. 2) as evidenced by that certain Modification of Mortgage dated January 16, 2008 and recorded with the Cook County Recorder of Deeds on February 28, 2008 as document number 0805942081, which encumbers the real property and all improvements thereon legally described therein. Note No. 2 was modified by that certain Change In Terms Agreement dated July 15, 2008 from Borrower to Lender in the principal amount of Eight Hundred Sixty Six Thousand Five Hundred and 00/100 Dollars (\$866,500.00) (CIT No. 1). CIT No. 1 was modified by that certain Change In Terms Agreement dated October 16, 2008 from Borrower to Lender in the principal amount of Eight Hundred Sixty Six Thousand Five Hundred and 00/100 Dollars (\$866,500.00) (CIT No. 2). CIT No. 2 was modified by that certain Change In Terms Agreement dated December 16, 2008 from Borrower to Lender in the principal amount of Eight Hundred Sixty Six Thousand Five Hundred and 00/100 Dollars (\$866,500.00) (CIT No. 3). CIT No. 3 was modified by that certain Change In Terms Agreement dated March 16, 2009 from Borrower to Lender in the principal amount of Eight Hundred Sixty Six Thousand Five Hundred and 00/100 Dollars (\$866,500.00) (CIT No. 4). CIT No. 4 was modified by that certain Change In Terms Agreement dated July 16, 2009 from Borrower to Lender in the principal amount of Eight Hundred Sixty Six Thousand Five Hundred and 00/100 Dollars (\$866,500.00) (CIT No. 5).

Property Address: 3400 S. Maple Avenue, Brookfield, Illinois

PIN: 15-34-131-059-1001, 15-34-131-059-1002, 15-34-131-059-1003, 15-34-131-059-1004, 15-34-131-059-1005, 15-34-131-059-1006, 15-34-131-059-1007, 15-34-131-059-1008, 15-34-131-059-1009, 15-34-131-059-1010, 15-34-131-059-1011, 15-34-131-059-1012, 15-34-131-059-1013, 15-34-131-059-1014, 15-34-131-059-1015, 15-34-131-059-1017, 15-34-131-059-1018, 15-34-131-059-1019, 15-34-131-059-1020

14. Loan from Bridgeview Bank Group ("Lender") to SKS Conversions, Inc. ("Borrower") in the principal amount of Two Million One Hundred Thousand and 00/100 Dollars (\$2,100,000.00) as evidenced by that certain Promissory Note dated March 19, 2007, made payable by Borrower to Lender ("Note No. 1").

Note No. 1 is secured by, among other things, that certain Construction Mortgage and that certain Assignment of Rents both dated March 19, 2007 and recorded with the Cook County Recorder of Deeds on May 11, 2007 as document numbers 0713126127 and 0713126129, respectively, which encumber the real property and all improvements thereon legally described therein and commonly known as 8656 S. 84<sup>th</sup> Court, Hickory Hills, Illinois (PIN: 18-35-308-036);

that certain Construction Mortgage and that certain Assignment of Rents both dated March 19, 2007 and recorded with the Cook County Recorder of Deeds on May 11, 2007 as document numbers 0713126125 and 0713126126, respectively, which encumber the real property and all



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improvements thereon legally described therein and commonly known as 8635 S. 84<sup>th</sup> Court, Hickory Hills, Illinois (PIN: 18-35-309-017);

that certain Mortgage dated March 19, 2007 and recorded with the Cook County Recorder of Deeds, which encumbers the real property and all improvements thereon legally described therein and commonly known as 8650 S. 84<sup>th</sup> Court, #2B, Hickory Hills, Illinois;

Note No. 1 was substituted and replaced by that certain new Promissory Note dated December 5, 2007 from Borrower to Lender in the principal amount of Two Million One Hundred Sixty One Thousand Six Hundred Ninety and 31/100 Dollars (\$2,161,690.31) (Note No. 2) as evidenced by that certain Modification of Mortgage dated December 5, 2007 and recorded with the Cook County Recorder of Deeds on January 18, 2008 as document number 0801810018, which encumbers the real property and all improvements thereon legally described therein and commonly known as 8656 S. 84<sup>th</sup> Court, Hickory Hills, Illinois; that certain Modification of Mortgage dated December 5, 2007 and recorded with the Cook County Recorder of Deeds on January 18, 2008 as document number 0801810016, which encumbers the real property and all improvements thereon legally described therein and commonly known as 8635 S. 84<sup>th</sup> Court, Hickory Hills, Illinois; that certain Modification of Mortgage dated December 5, 2007 and recorded with the Cook County Recorder of Deeds, which encumbers the real property and all improvements thereon legally described therein and commonly known as 8650 S. 84<sup>th</sup> Court, #2B, Hickory Hills, Illinois; that certain Modification of Mortgage dated December 5, 2007 and recorded with the Cook County Recorder of Deeds on January 18, 2008 as document number 0801810019, which encumbers the real property and all improvements thereon legally described therein and commonly known as 8424 W. 87<sup>th</sup> Street, Hickory Hills, Illinois (PIN: 18-35-309-018 and 18-35-3085-037).

Note No. 2 was modified by that certain Change In Terms Agreement dated February 5, 2008 from Borrower to Lender in the principal amount of Two Million One Hundred Sixty One Thousand Six Hundred Ninety and 31/100 Dollars (\$2,161,690.31) (CIT No. 1). CIT No. 1 was modified by that certain Change In Terms Agreement dated August 5, 2008 from Borrower to Lender in the principal amount of Two Million One Hundred Sixty One Thousand Six Hundred Ninety and 31/100 Dollars (\$2,161,690.31) (CIT No. 2).