

# UNOFFICIAL COPY



Doc#: 1033404032 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/30/2010 08:48 AM Pg: 1 of 6

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

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

Property Addresses:  
3854 N. Greenview Ave.  
Chicago, Illinois 60613

PIN Number(s)  
14-20-105-048-0000

848398044  
CALL

## AMENDMENT TO LOAN DOCUMENTS

This Amendment to Loan Documents (this "Amendment") dated effective as of September 1, 2010 is by and among S & S Systems LLC, an Illinois Liability Company (collectively, "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 \$684,120.31 to Borrower 1 as evidenced by a Promissory Note in favor of Lender dated September 1, 2010 and Business Loan Agreement dated September 1, 2010, each made by Borrower 1; Assignment of Deposit Account dated September 1, 2010 made by Todd Bryant and Jocelyn Bryant and a Mortgage dated September 1, 2010 made by Frank Talbert and Noemi Talbert on the real property located at 3854 N. Greenview Avenue, Chicago, IL 60613 (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 in favor of Lender dated January 1, 2009; Business Loan Agreement dated January 1, 2009; Deed of Trust dated December 28, 2006 and recorded with the Recorder of Deeds of Maricopa County, Arizona on January 26, 2007 as document number 20070103131 made by Borrower 2 in favor of Lender (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 in favor of Lender dated August 1, 2008; a Letter Amendment dated September 1, 2010; a Business Loan Agreement dated September 2010; Security Agreement dated February 25, 2008 and August 1, 2008, each made by Borrower 3 in favor of Lender (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

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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 so long as the Borrower 1 indebtedness is outstanding (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 the Borrower 1 Liabilities and the Affiliate Liabilities are paid in full, and (C) any "Default" or "Event of Default" (however such terms are defined) under any Borrower 2 Loan Documents and/or 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.


Signature page follows

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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.

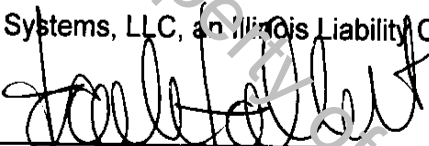
**LENDER:**

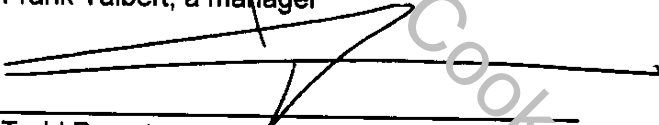
**INLAND BANK AND TRUST,**  
an Illinois banking corporation

By:   
Name: Michael Fogarty  
Title: AVP


**Borrower 1:**

S & S Systems, LLC, an Illinois Liability Company

  
By: Frank Talbert, a manager

  
By: Todd Bryant, a manager

Acknowledged and Agreed to with respect to the modification of the Mortgage only:

  
By: Noemi Talbert, Individually

Date: September 1, 2010

Property of Cook County Clerk's Office

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Borrower 1

THE STATE OF ILLINOIS )  
COUNTY OF Cook )

On this 27<sup>th</sup> day of October, 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.

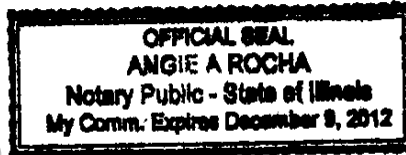
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Angie A. Rocha  
Notary Public

My Commission Expires:

December 9, 2010

THE STATE OF ILLINOIS )  
COUNTY OF Cook )



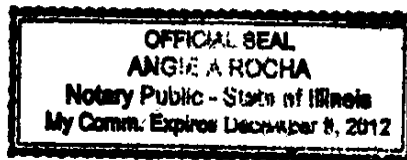
On this 27<sup>th</sup> day of October, 2010, before me appeared Noemi Talbert, to me personally known, who being by me duly sworn, did say that said instrument was signed by her as the free act and deed of said person.

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

Angie A. Rocha  
Notary Public

My Commission Expires:

December 9, 2012



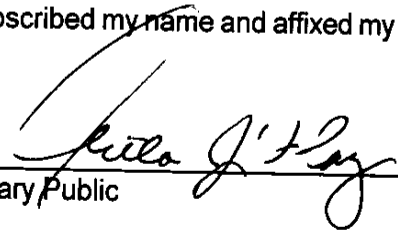
# UNOFFICIAL COPY

Lender

THE STATE OF ILLINOIS )  
COUNTY OF WILL )

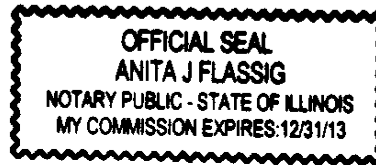
On this 28<sup>th</sup> day of OCTOBER, 2010, before me appeared MICHAEL FOGARTY, to me personally known, who being by me duly sworn, did say that s/he is a AVP of Inland Bank and Trust, and that said instrument was signed on behalf of said company by authority of said BANK and as the free act and deed of said company.

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

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

My Commission Expires:

12-31-13



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## EXHIBIT A

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

**COOK COUNTY**  
**RECORDS OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

Property of Cook County Clerk's Office