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Cook County Recorder of Deeds
Date: 02/24/2011 01:34 PM Pg: 1 of 10

Courtney E. Mayster
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

**AMENDMENT TO NOTE, MORTGAGE
AND OTHER LOAN DOCUMENTS**

THIS AMENDMENT TO NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS (this "Agreement") is made as of the 5th day of November, 2010, by and between PLS PROPERTY MANAGEMENT OF ILLINOIS, LLC, a Delaware limited liability company ("Borrower"), ROBERT WOLFBERG, individually ("Robert"), DANIEL WOLFBERG, individually ("Daniel"; Robert and Daniel are sometimes referred to collectively herein as the "Guarantors") and BANCO POPULAR NORTH AMERICA, its successors and/or assigns ("Lender").

RECITALS

A. Lender has heretofore made a loan to Borrower in the original principal amount of One Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$187,500.00) (the "Loan"). The Loan was evidenced by a Promissory Note dated June 7, 2005 (the "Note"), in the principal amount of the Loan, made and executed by Borrower in favor of Lender.

B. The Note is secured by, among other things, the following:

(i) that certain Mortgage dated June 7, 2005 from Borrower to Lender, recorded with the Cook County, Illinois Recorder (the "Recorder") on October 20, 2005 as Document No. 0529340160 and re-recorded on July 12, 2006 as Document No. 0619347013 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A attached hereto and made a part hereof;

(ii) that certain Assignment of Rents dated June 7, 2005 from Borrower to Lender, recorded with the Recorder on October 20, 2005 as Document No. 0529340161 and re-recorded on July 12, 2006 as Document No. 0619347014 (the "Assignment of Rents");

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(iii) that certain Guaranty dated June 7, 2005 from Guarantors to Lender (the "Guaranty");

(iv) that certain Business Loan Agreement dated June 7, 2005 by and between Borrower and Lender (the "Loan Agreement");

(v) that certain Change in Terms Agreement dated August 22, 2005 by and between Borrower and Lender (the "First Change in Terms Agreement");

(vi) that certain Change in Terms Agreement dated October 3, 2005 by and between Borrower and Lender (the "Second Change in Terms Agreement"); and

(vii) certain other loan documents (the Note, the Mortgage, the Assignment of Rents, the Guaranty, the Loan Agreement, the First Change in Terms Agreement, the Second Change in Terms Agreement and the other documents evidencing, securing and guarantying the Loan are sometimes collectively referred to herein as the "Loan Documents").

C. The Loan matured on November 5, 2010 and Borrower has requested that Lender extend the Maturity Date (as defined in the Note) of the Loan to October 7, 2011.

D. Lender has agreed to extend the Maturity Date of the Loan to October 7, 2011 on and subject to the terms, provisions and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Loan Amount.** As of the date hereof, the principal balance of the Loan is One Hundred Forty Thousand Five Hundred Eighty and 00/100 Dollars (\$140,580.00).

2. **Amendments to Note.** The Note is hereby amended as follows:

a. to provide that interest shall accrue on the outstanding principal balance of the Note through the Maturity Date at a fixed per annum rate of interest equal to seven and twenty-five one-hundredths percent (7.25%);

b. to provide that the Maturity Date is extended from November 5, 2010 to October 7, 2011; and

c. to provide that monthly payments of principal and interest each in the amount of **ONE THOUSAND ONE HUNDRED ELEVEN AND 11/100 DOLLARS (\$1,111.11)** shall be due and payable. The unpaid principal balance of the Note, if not sooner paid or declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any of the Loan Documents shall be due and payable in full on the Maturity Date.

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3. **Modification of Mortgage and Other Loan Documents.** The Mortgage and other Loan Documents are hereby amended as follows:

- a. to provide that the Maturity Date is extended from November 5, 2010 to October 7, 2011;
- b. to provide that the Mortgage and Other Loan Documents shall also secure (i) the payment of that certain mortgage loan from Lender to Borrower (the "Diversey Loan"), which Diversey Loan is evidenced by a promissory note of even date herewith in the original principal amount of Three Hundred Sixty Eight Thousand Two Hundred Eighty Five and 78/100 Dollars (\$368,285.78), (ii) the payment of that certain mortgage loan from Lender to PLS Property Management of Texas, LP, a Texas limited partnership, an affiliate of Borrower (the "Texas Loan"), which Texas Loan is evidenced by a promissory note of even date herewith in the original principal amount of Three Hundred Twenty Thousand Five Hundred Ninety Six and 05/100 Dollars (\$320,596.05), and (iii) the payment of that certain mortgage loan from Lender to PLS Property Management of Alabama, LLC, an Alabama limited liability company, an affiliate of Borrower (the "Alabama Loan"), which Alabama Loan is evidenced by a promissory note of even date herewith in the original principal amount of One Hundred Four Thousand Ten and 00/100 Dollars (\$104,010.00), and all interest, and other indebtedness evidenced by or owing under the note or any of the other loan documents evidencing or securing the Diversey Loan, the Texas Loan or the Alabama Loan together with any extensions, modifications, renewals or refinancings of the Diversey Loan, the Texas Loan or the Alabama Loan;
- c. to provide that the occurrence of any default or event of default, after the expiration of any applicable periods of notice or cure, under any document or agreement evidencing or securing any other obligation or indebtedness to the Lender under the Diversey Loan, the Texas Loan or the Alabama Loan shall be an "Event of Default" under the Mortgage and Other Loan Documents; and
- d. to provide that the Guarantors of the Loan are Robert Wolfberg, Daniel Wolfberg, PLS Financial Services, Inc., an Illinois corporation, PLS Check Cashers of Illinois, Inc., an Illinois corporation, and Green Wave Realty of Illinois, Inc., an Illinois corporation, all joint and several.

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

(a) The representations and warranties in the Note, 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.

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(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 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 Delaware and is authorized to transact business under the laws of the State of Illinois 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.

5. **Reaffirmation of Loan Documents.** Borrower 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.

6. **Representations, Warranties and Covenants of Guarantors.** Guarantors hereby represent, warrant and covenant to Lender as follows:

(a) The representations and warranties of Guarantors in the Guaranty and Guaranty are true and correct as of the date hereof.

(b) There is currently no Event of Default under the Guaranty, and Guarantors do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute any such Event of Default.

(c) The Guaranty is 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 the respective Guarantors, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) As of the date hereof, Guarantors have no claims, counterclaims, defenses, or set-offs with respect to the Guaranty.

(e) This Agreement has been duly executed and delivered by Guarantors.

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7. **Reaffirmation of Guaranties.** Guarantors hereby ratify and affirm the Guaranty, as amended hereby, and agree that the Guaranty is in full force and effect following the execution and delivery of this Agreement.

8. **New Guaranties.** As a condition precedent to the agreements contained herein, PLS Financial Services, Inc., an Illinois corporation, PLS Check Cashers of Illinois, Inc., an Illinois corporation, and Green Wave Realty of Illinois, Inc., an Illinois corporation, shall execute a guaranty of payment in favor of Lender as additional security for the Loan.

9. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue a Lender's title insurance 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.

10. **Expenses.** Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and reasonable attorney's fees and expenses.

11. **Miscellaneous.**

(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 Guarantors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantors and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantors and Lender each acknowledge and waive 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 or he has been advised by its or his respective counsel of the legal and practical effect of this Agreement, and recognizes that it or he is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its or his own free will, without promises or threats or the exertion of duress upon it or him. 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 Guarantors nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantors and Lender each acknowledge 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

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complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors 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) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage", the "Assignment of Rents", the "Guaranty", the "Loan Agreement", the "First Change in Terms Agreement", the "Second Change in Terms Agreement" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage, the Assignment of Rents, the Guaranty, the Loan Agreement, the First Change in Terms Agreement, the Second Change in Terms Agreement 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.

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

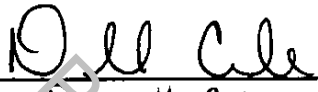
(h) Time is of the essence of each of Borrower's and Guarantors' obligations under this Agreement.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**


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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

LENDER:**BANCO POPULAR NORTH AMERICA**

By: 
Name: Donnell Cole
Title: Officer

BORROWER:**PLS PROPERTY MANAGEMENT OF ILLINOIS, LLC**, a Delaware limited liability company

By: 
Robert Wolfberg, Manager

By: 
Daniel Wolfberg, Manager

GUARANTORS:


ROBERT WOLFBERG

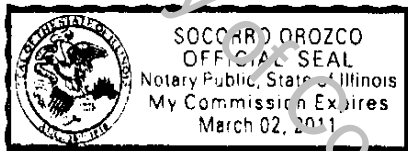

DANIEL WOLFBERG

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Wolfberg and Daniel Wolfberg, the Managers of **PLS PROPERTY MANAGEMENT OF ILLINOIS, LLC**, a Delaware limited liability company, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 17 day of December, 2010



Socorro Orozco

Notary Public

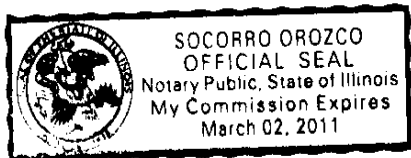
My Commission Expires:

3/2/2011

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **ROBERT WOLFBERG**, who 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 the 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 17 day of December, 2010



Socorro Orozco

Notary Public

My Commission Expires:

3/2/2011

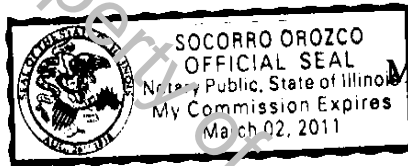
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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **DANIEL WOLFBERG**, who 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 the 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 17 day of December, 2010

Socorro Orozco
 Notary Public



My Commission Expires:

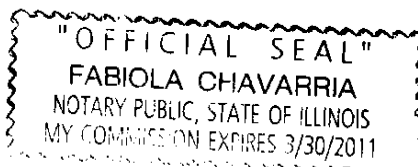
3/2/2011

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Cole, the representative of **BANCO POPULAR NORTH AMERICA**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of December, 2010

Fabiola Chavarria
 Notary Public



My Commission Expires:

3/20/11

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 25 TO 29 (EXCEPT THE NORTH 17 FEET THEREOF) INCLUSIVE, IN GLOVERS RESUBDIVISION OF BLOCK 2 IN PRYOR'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-04-202-001-0000

ADDRESS: 225 WEST PERSHING ROAD
CHICAGO, ILLINOIS