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

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



Doc#: 1106808263 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/09/2011 02:16 PM Pg: 1 of 5

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

PIN Number(s)
14-20-105-046-0000

H25283245 AMENDMENT TO LOAN DOCUMENTS

This Amendment to Loan Documents (this "Amendment") dated effective as of January 1, 2011 is by and among Proteus Group 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 \$5,471,265.65 to Proteus Group, LLC, an Illinois limited liability company ("Borrower 1") as evidenced by a Promissory Note in favor of Lender dated January 1, 2011; a Business Loan Agreement dated January 1, 2011; Security Agreement dated January 1, 2011; and Assignment of Deposit dated January 1, 2011 granted by Todd Bryant; and an Amendment to Loan Documents dated September 1, 2010 and recorded November 30, 2010 as document no 1033404032; and an Amendment to Loan Documents dated January 1, 2011 on the property located at 3854 N. Greenview Avenue, Chicago, IL each made by Borrower 1 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 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 \$594,161.50 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, 2011; Business Loan Agreement dated January 1, 2011; 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 an Amendment to Loan Documents dated May 1, 2010 and recorded July 15, 2010 as document no. 20100601861; an Amendment to Loan Documents dated September 1, 2010 and recorded December 27, 2010 as document no. 20101054135 and an Amendment to Loan Documents dated January 1, 2011 on the property located at 4160 N. 55th Place, Phoenix, AZ 85018 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").

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Borrower 3 Loan Documents:

A loan in the original principal amount of \$684,120.31 to S & S Systems LLC, an Illinois limited liability company ("Borrower 3") 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 3; Assignment of Deposit Account dated September 1, 2010 made by Todd Bryant and Jocelyn Bryant and a Mortgage dated September 1, 2010 and recorded November 30, 2010 as document no 1033404031 made by Frank Talbert and Noemi Talbert and an Amendment to Loan Documents dated January 1, 2011 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 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.

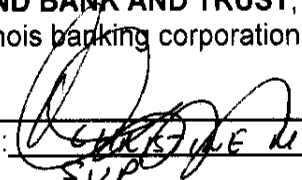
Signature page follows

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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.

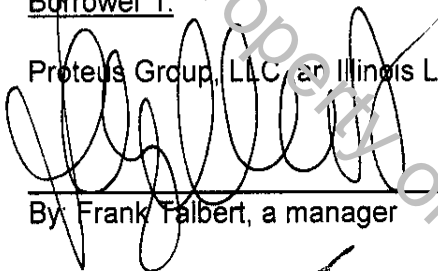
LENDER:

INLAND BANK AND TRUST,
an Illinois banking corporation

By: 
Name: CHRISTINE M. O'BAGY
Title: SVP

Borrower 1:

Proteus Group, LLC, an Illinois Liability Company


By: Frank Falbert, a manager

~~By: Todd Bryant, a manager~~

Date: January 1, 2011

Property of Cook County Clerk's Office

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Borrower 1

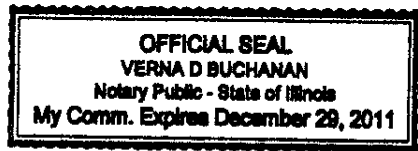
THE STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 28th day of February, 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 Proteus Group, 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.

Verna P. Buchanan
Notary Public

My Commission Expires:
12-29-2011



Lender

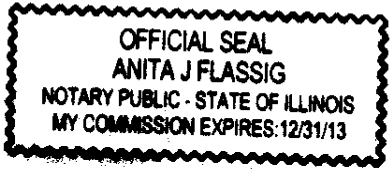
THE STATE OF ILLINOIS)
)
COUNTY OF WILL)

On this 28th day of FEBRUARY, 2010, before me appeared CHRISTINE M. OBBA ^{BY} to me personally known, who being by me duly sworn, did say that she is a S.E.V.P. of Inland Bank and 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. Flassig
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

Property of Cook County Clerk's Office