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Cook County Recorder of Deeds
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ELEVENTH LOAN MODIFICATION AGREEMENT

(The Above Space For Recorder's Use Only)

This Eleventh Loan Modification Agreement ("**Eleventh Modification**") is executed on 7/10/11, 2011, to be effective as of July 10, 2011, by and among **MARDOC DEVELOPMENT, L.L.C.**, an Illinois limited liability company ("**Mardoc LLC**"), **MARDOC PROPERTIES, L.P.**, a Delaware limited partnership ("**Mardoc LP**"), **CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 13, 1995 AND KNOWN AS TRUST NO. 1100706** ("**Trustee**"), **CRISTOV DOSEV AND LISA DOSEV** (collectively the "**Dosevs**") and **TCF NATIONAL BANK**, a national banking association ("**Lender**").

This Eleventh Modification is based up on the following recitals:

- A. Chalets of Fox River Grove, LLC, an Illinois limited liability company and an affiliate of the Dosevs ("**Chalets**"), holds fee simple title to that certain real estate commonly known as 300 O'Patry, Fox River Grove, Illinois (the "**Fox River Grove Property**").
- B. Mardoc LLC holds fee simple title to that certain real estate commonly known as 3957 Denley Avenue, Schiller Park, Illinois, and 3948 Wehrman Avenue, Schiller Park, Illinois (collectively the "**Schiller Park Property**"), which is legally described on **Exhibit A** attached hereto.
- C. Trustee holds fee simple title to that certain real estate commonly known as 505-535 East Gunderson Drive, Carol Stream, Illinois (the "**Carol Stream Property**"), which is legally described on **Exhibit A** attached hereto. Mardoc LP is the beneficiary of Trust No. 1100706.
- D. Loyola Vista, LLC, an Illinois limited liability company and an affiliate of the Dosevs ("**Loyola Vista**"), holds fee simple title to that certain real estate commonly known as 1125 W. Farwell Avenue, Chicago, Illinois (the "**Farwell Property**").
- E. On November 30, 2005, Elston Monticello, LP, an Illinois limited partnership, and Elston Monticello, LLC, an Illinois limited liability company, which are affiliates of the Dosevs and the original owners of the Fox River Grove Property (collectively referred to herein as "**Original Borrowers**") executed and delivered to Lender a Commercial Mortgage Installment Note/Variable Rate in the principal sum of \$2,960,000.00 (the "**Fox River Grove Note**"), which evidenced a loan of equal amount. Payment of the Fox River Grove Note was

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secured by a Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated November 30, 2005 ("**Fox River Grove Mortgage**"), which was executed by Elston LLC and covers the Fox River Grove Property. The Fox River Grove Mortgage was recorded with the Office of the McHenry County Recorder on December 9, 2005 as Document No. 2005R0103950. Concurrently therewith, and to secure the Fox River Grove Note, the Dosevs executed a Guaranty guarantying the repayment of the Fox River Grove Note. The proceeds of the Fox River Grove Note were used by Original Borrowers to purchase the Fox River Grove Property and rehabilitate the residential apartment units thereon into condominium units.

F. On October 11, 2006, Elston LLC executed and delivered a Warranty Deed to Chalets conveying fee simple title to the Fox River Grove Property, which Warranty Deed was recorded on October 20, 2006 in the Office of the McHenry County Recorder as Document No. 2006R0077287.

G. On January 2, 2007, Loyola Vista executed and delivered to Lender a Commercial Mortgage Non-Revolving Note – Fixed Rate in the principal sum of \$800,000.00 (as revised by the Farwell Amendments defined below, the "**Farwell Note**"), which evidenced a loan of equal amount. Payment of the Farwell Note was secured by a Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated January 2, 2007 (as revised by the Farwell Amendments defined below, the "**Farwell Mortgage**"), which was executed by Loyola Vista and covered the Farwell Property. The Farwell Mortgage was recorded with the Cook County Recorder of Deeds on January 11, 2007 as Document No. 0701142142. Concurrently therewith, and to secure the Farwell Note, the Dosevs and Mardoc LP executed two (2) Unlimited Continuing Guarantees guarantying the repayment of the Farwell Note. The proceeds of the Farwell Note were used by Loyola Vista to rehabilitate the residential apartment units on the Farwell Property into condominium units. The Farwell Note and Farwell Mortgage were thereafter revised by certain note and mortgage amendments (collectively the "**Farwell Amendments**") from time to time as more specifically described in the Eighth Modification (as hereafter defined). The Farwell Note and Farwell Mortgage, as modified by the Farwell Amendments, and all other documents executed and delivered to Lender in connection with said documents are collectively referred to herein as the "**Farwell Loan Documents**."

H. On July 30, 2007, Original Borrowers, Chalets, the Dosevs and Lender entered into a Loan Modification and Assumption Agreement ("**Modification**"), pursuant to which Lender consented to the conveyance of fee simple title to the Fox River Grove Property by Original Borrowers to Chalets and amended certain terms of the Fox River Grove Note. Also pursuant to the Modification, Original Borrowers, the Dosevs and Chalets acknowledged and agreed that Chalets assumed all of the obligations and liabilities of Original Borrowers and the Dosevs, jointly and severally with Original Borrowers and the Dosevs, in and under the documents evidencing and securing the Fox River Grove Note. The Modification was recorded in the Office of the McHenry County Recorder on August 24, 2007 as Document No. 2007R0058000.

I. On November 30, 2007, Original Borrowers, Chalets, the Dosevs and Lender entered into a Second Loan Modification Agreement ("**Second Modification**"), pursuant to which Lender agreed to modify certain terms of the Fox River Grove Note. Concurrently therewith, Original Borrowers and Chalets executed and delivered to Lender a Commercial

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Mortgage Note in the amount of \$1,649,000.00 ("**Revised Fox River Grove Note**") and the Dosevs executed and delivered to Lender a Guaranty of Revised Note, Mortgage, Second Modification and Other Undertakings guarantying the repayment of the Revised Fox River Grove Note. The Second Modification was recorded in the Office of the McHenry County Recorder on February 4, 2008 as Document No. 2008R0006262. The Revised Fox River Grove Note, the guaranty described in this Recital I, the Fox River Grove Mortgage, and all other documents executed in connection therewith and with the Fox River Grove Note are collectively referred to herein as the "**Fox River Grove Loan Documents.**"

J. On or about May 29, 2008, Original Borrowers, Chalets, the Dosevs and Lender entered into a Third Loan Modification Agreement ("**Third Modification**"), pursuant to which Lender agreed to loan to Mardoc LLC the aggregate amount of \$3,600,000.00, which is evidenced by two (2) Promissory Notes, each in the amount of \$1,800,000.00 (collectively the "**Schiller Park Notes**") executed by Mardoc LLC and pursuant to which the Dosevs executed an Unlimited Continuing Guaranty. Pursuant to the Third Modification, Mardoc LLC executed and delivered to Lender a Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement (the "**Schiller Park Mortgage**") covering the Schiller Park Property. The Schiller Park Mortgage was recorded with the Cook County Recorder of Deeds on June 2, 2008 as Document No. 0815401060. The proceeds of the Schiller Park Notes were used by Mardoc LLC to purchase and operate the Schiller Park Property, which comprises eighty-eight (88) residential apartment units in two (2) buildings. The Schiller Park Notes, Schiller Park Mortgage, the Unlimited Continuing Guaranty and other documents executed in connection therewith are collectively referred to herein as the "**Schiller Park Loan Documents.**" The Third Modification was recorded in the Office of the McHenry County Recorder on August 8, 2008, as Document No. 2008R0043369.

K. Also on or about May 29, 2008, Trustee and Mardoc LP, as beneficiary, entered into a Second Amendment to Mortgage ("**Second Amendment to Carol Stream Mortgage**"), which amends that certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("**Carol Stream Mortgage**") executed by Trustee to Lender securing the Carol Stream Property. The Carol Stream Mortgage secures a Promissory Note in the original amount of \$3,150,000.00 made on February 20, 2001 made by Trustee and Mardoc LP, which is modified by a First Note Modification Agreement dated October 3, 2002, a Second Note Modification Agreement dated May 10, 2004, and a Third Note Modification Agreement dated May 29, 2008 (collectively the "**Carol Stream Note**") and pursuant to which the Dosevs executed an Unlimited Continuing Guaranty. The proceeds of the Carol Stream Note were used by Mardoc LP to purchase and operate the Carol Stream Property, which is improved with a building containing eighty-eight (88) residential apartment units. The Carol Stream Mortgage was recorded with the DuPage County Recorder of Deeds on March 12, 2001 as Document No. R2001040451. The Second Amendment to Carol Stream Mortgage was recorded with the DuPage County Recorder of Deeds on August 8, 2008 as Document No. R2008124099. The Carol Stream Note, Carol Stream Mortgage as modified, the Unlimited Continuing Guaranty and all other documents executed concurrently therewith are collectively referred to as the "**Carol Stream Loan Documents.**"

L. As of October 22, 2008, Original Borrowers, Chalets, Mardoc LLC, Trustee, Mardoc LP, the Dosevs and Lender entered into a Fourth Loan Modification Agreement ("**Fourth Modification**"), pursuant to which Lender agreed to extend the maturity date of the

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Revised Fox River Grove Note until February 10, 2009 and the parties agreed that the loans described in the Fourth Modification were cross-collateralized and cross-defaulted. The Fourth Modification was recorded with the DuPage County Recorder on November 10, 2008 as Document No. R2008164236, and with the Cook County Recorder of Deeds on November 13, 2008 as Document No. 0831810019, and with the Office of the McHenry County Recorder on November 12, 2008 as Document No. 2008R0057737.

M. As of February 10, 2009, Original Borrowers, Chalets, Mardoc LLC, Trustee, Mardoc LP, the Dosevs and Lender entered into a Fifth Loan Modification Agreement ("**Fifth Modification**"), pursuant to which Lender agreed to extend the maturity date of the Revised Fox River Grove Note until May 10, 2009. The Fifth Modification was recorded with the DuPage County Recorder on March 9, 2009 as Document No. R2009-033082, and with the Cook County Recorder of Deeds on March 20, 2009 as Document No. 0907947004, and with the Office of the McHenry County Recorder on April 29, 2009 as Document No. 2009R0021633.

N. As of April 10, 2009, Original Borrowers, Chalets, Mardoc LLC, Trustee, Mardoc LP, the Dosevs, Loyola Vista and Lender entered into a Sixth Loan Modification Agreement ("**Sixth Modification**"), pursuant to which Lender agreed to: (1) extend the maturity date of the loans evidenced by the Revised Fox River Grove Note and the Farwell Note until May 10, 2010, (2) increase the amount of the loan evidenced by the Farwell Note by the amount of \$50,000.00 to \$1,042,000.00, the additional proceeds of which are being used to fund an interest reserve for the payment of interest thereon, and to reduce the interest rate of the Farwell Note to six (6.0%) percent, (3) modify the release prices for the Farwell Units, and (4) cross-collateralize and cross-default the loan evidenced by the Farwell Note to the other loans described in the Sixth Modification. The Sixth Modification was recorded with the DuPage County Recorder on May 5, 2009 as Document No. R2009-066612, and with the Cook County Recorder of Deeds on May 7, 2009 as Document No. 0912733019, and with the Office of the McHenry County Recorder on May 7, 2009 as Document No. 2009R0023236.

O. As of May 10, 2009, Original Borrowers, Chalets, Mardoc LLC, Trustee, Mardoc LP, the Dosevs, Loyola Vista and Lender entered into a Seventh Loan Modification Agreement ("**Seventh Modification**"), pursuant to which Lender agreed to extend the maturity date of the loan evidenced by the Carol Stream Note until August 10, 2009. The Seventh Modification was recorded with the DuPage County Recorder on August 10, 2009 as Document No. R2009-123749, and with the Cook County Recorder of Deeds on June 18, 2009 as Document No. 0916912016, which was then re-recorded on June 19, 2009 as Document No. 0917022073, and with the Office of the McHenry County Recorder on June 15, 2009 as Document No. 2009R0030228.

P. As of August 10, 2009, Original Borrowers, Chalets, Mardoc LLC, Trustee, Mardoc LP, the Dosevs, Loyola Vista and Lender entered into a Eighth Loan Modification Agreement ("**Eighth Modification**"), pursuant to which Lender agreed to extend the maturity date of the loan evidenced by the Carol Stream Note until February 10, 2011 and amend certain terms of payment thereof. The Eighth Modification was recorded with the DuPage County Recorder on September 16, 2009 as Document No. R2009-142742, and with the Cook County Recorder of Deeds on October 9, 2009 as Document No. 0928215033, and with the Office of the McHenry County Recorder on September 15, 2009 as Document No. 2009R0047102.

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Q. As of February 10, 2011, Mardoc LLC, Trustee, Mardoc LP, the Dosevs and Lender entered into a Ninth Loan Modification Agreement ("**Ninth Modification**"), pursuant to which Lender agreed to extend the maturity date of the loan evidenced by the Carol Stream Note until May 10, 2011 and amend certain terms of payment thereof. The Ninth Modification was recorded with the DuPage County Recorder on March 15, 2011 as Document No. R2011-036256, and with the Cook County Recorder of Deeds on March 14, 2011 as Document No. 1107345025.

R. As of May 10, 2011, Mardoc LLC, Trustee, Mardoc LP, the Dosevs and Lender entered into a Tenth Loan Modification Agreement ("**Tenth Modification**"), pursuant to which Lender agreed to extend the maturity date of the loan evidenced by the Carol Stream Note from May 10, 2011 until July 10, 2011 and amend certain terms of payment thereof. The Tenth Modification was recorded with the DuPage County Recorder on June 22, 2011 as Document No. R2011-074120, and with the Cook County Recorder of Deeds on June 17, 2011 as Document No. 1116831167.

S. The Dosevs are the sole owners of interests in, and/or are otherwise affiliated with Mardoc LLC and Mardoc LP and are guarantors of the credit facilities described herein.

T. The loans evidenced by the Revised Fox River Grove Note and the Farwell Note have been paid in full. The Fox River Grove Parcel and the Farwell Parcel have been released from the lien of the Fox River Grove Mortgage and the Farwell Mortgage, respectively. Original Borrowers, Chalets and Loyola Vista have been released from their obligations under the Loan Documents, as defined herein. Lender has released the Fox River Grove Loan Documents and the Farwell Loan Documents in their entirety.

U. Each of Mardoc LLC, Mardoc LP and Trustee (collectively "**Borrowers**") and the Dosevs hereby acknowledge and agree that the present outstanding principal balances of the Schiller Park Notes as of the date hereof are \$1,692,096.65 and \$1,692,090.50, respectively, and the present outstanding principal balance of the Carol Stream Note as of the date hereof is \$2,609,196.46.

V. Borrowers have now requested Lender to extend the maturity date ("**Maturity Date**") of the loan evidenced by the Carol Stream Note from July 10, 2011 to October 10, 2011. Lender is amendable to this request upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy which are acknowledged, Borrowers do hereby agree that the Carol Stream Loan Documents and the Schiller Park Loan Documents (collectively with the documents described herein and below and the Modification, Second Modification, Third Modification, Fourth Modification, Fifth Modification, Sixth Modification, Seventh Modification, Eighth Modification, the Ninth Modification, the Tenth Modification and this Eleventh Modification, the "**Loan Documents**") are hereby modified as follows:

1. **RECITALS.** The Recitals set forth above are made a part of and incorporated into this Eleventh Modification.

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2. **MODIFICATION TO CAROL STREAM NOTE.** The Maturity Date of the Carol Stream Note is hereby extended from July 10, 2011 until October 10, 2011. All references in the Loan Documents to the Maturity Date of the Carol Stream Note are hereby modified and amended to refer to October 10, 2011 in place thereof. Copies of the Carol Stream Note and the Schiller Park Notes are attached hereto as **Group Exhibit B**.
3. **TENDER OF ELEVENTH MODIFICATION DOCUMENTS.** This Eleventh Modification shall be effective upon Lender's receipt of this Eleventh Modification executed by the parties hereto and the documents and items described on the Checklist of Documents and Items being tendered to Borrowers and the Dosevs concurrently herewith.
4. **LOAN DOCUMENTS.** The Loan Documents are hereby modified and amended to secure the Carol Stream Note as hereby revised. All references to the Carol Stream Note in the Loan Documents are modified and amended to refer to the Carol Stream Note as hereby modified. All interest charged on and all payments made on the Carol Stream Note previously are unchanged.
5. **CROSS-COLLATERALIZATION AND CROSS-DEFAULT.** Borrowers, the Dosevs and Lender hereby agree that all loans described herein continue to be cross-collateralized and cross-defaulted. The Schiller Park Mortgage and the Carol Stream Mortgage are collectively referred to herein as the "**Mortgages**." The Schiller Park Notes and the Carol Stream Note as revised herein and in the Loan Documents are collectively referred to herein as the "**Notes**," and the loans evidenced thereby are collectively referred to herein as the "**Loans**." The Carol Stream Property and the Schiller Park Property are collectively referred to herein as the "**Real Estate**." To effectuate and maintain the cross-collateralization and cross-default of the Notes, Mortgages and Real Estate described herein, this Eleventh Modification will be recorded in Cook County and DuPage County against each parcel of Real Estate described on **Exhibit A** attached hereto.
6. **DEBT SERVICE COVERAGE RATIO.** Borrowers and the Dosevs hereby covenant, acknowledge and agree that the Carol Stream Property must continue to maintain a minimum Debt Service Coverage Ratio (as hereafter defined) of 1.10x, measured annually. The "**Debt Service Coverage Ratio**" is defined as the sum of all revenues, less operating expenses (including, but not limited to, taxes on the Carol Stream Property, utility expenses, insurance, management fees, repair and maintenance expenses and all other operating expenses), divided by the sum of the annual principal and interest payments on the Carol Stream Note. The failure of the Carol Stream Property to meet the Debt Service Coverage Ratio described herein will be an event of default of the Loan Documents.
7. **OTHER ACTIONS.** Each of Borrowers and the Dosevs shall promptly take any and all actions required to ensure continued compliance with all of the terms and conditions of each and every one of the Loan Documents.

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8. COVENANTS, WARRANTIES AND REPRESENTATIONS.

- A. Borrowers and the Dosevs hereby agree to pay a fee in the amount of \$750.00 in connection with this Eleventh Modification plus Lender's expenses arising out of and in connection with this Eleventh Modification including, but not limited to, attorneys' fees, title insurance premiums and recording fees.
- B. Borrowers and the Dosevs agree that if any of them shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code ("BK Code"), or in the event that any involuntary petition is filed against any of them under any section or chapter of the BK Code, Lender shall thereupon be entitled, subject to court approval, to immediate relief from any automatic stay imposed by Section 362 of the BK Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided herein and in the Loan Documents, and as otherwise provided at law or in equity.
- C. Lender represents to Borrowers and the Dosevs that it is the holder of the Notes and is the lender pursuant to the Mortgages and other Loan Documents and has full power and authority to enter into this Eleventh Modification, and that the person executing this Eleventh Modification on behalf of Lender has the authority to do so.
- D. Each of Borrowers and the Dosevs releases and forever discharges Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors, and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damage, loss, claims, demands, liabilities, obligations, actions, and causes of action whatsoever which Borrowers or the Dosevs may now have or claim to have against Lender as of the date of this Eleventh Modification, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of, or founded upon the Notes, Mortgages and the other Loan Documents, including but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise as consequence of the dealings between Borrowers, the Dosevs and Lender up to and including the effective date of this Eleventh Modification.
- E. Each of Borrowers and the Dosevs represents and warrants to Lender that it has the power, capacity and authority to execute and deliver this Eleventh Modification to Lender, and has done so freely and voluntarily, with full knowledge and without duress.
- F. Each of Borrowers and the Dosevs represents and warrants to Lender that none of the Borrowers or the Dosevs has transferred, by sale, assignment, or otherwise, to any person, partnership, limited liability company, corporation, or other entity, all or any part of any right, title, or interest which it may have in and to the Real Estate described herein prior to the date hereof other than pursuant to the Loan Documents.

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- G. The Dosevs hereby acknowledge and agree that their guaranties of the credit facilities described herein remain in full force and effect. The Dosevs hereby expressly acknowledge and confirm that by executing this Eleventh Modification, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of the Dosevs and without such action releasing, modifying, or affecting the obligations of the Dosevs or affecting the security heretofore granted to Lender.

9. MISCELLANEOUS.

- A. The recitals set forth at the beginning of this Eleventh Modification are deemed incorporated herein, and each of Borrowers and the Dosevs represents and warrants to Lender that the same are true and correct.
- B. This Eleventh Modification is made in the State of Illinois and shall be construed in accordance with the law thereof. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceable, and shall be deemed separate from and shall not invalidate any other provision of this Eleventh Modification.
- C. It is understood and agreed that this Eleventh Modification may be executed in several counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same agreement, even though Borrowers, the Dosevs and Lender may not have executed the same counterpart of this Eleventh Modification.
- D. This Eleventh Modification may not be amended or modified except in a writing executed by Borrowers, the Dosevs and Lender.
- E. Each of Borrowers and the Dosevs acknowledges that he, she or it has thoroughly read and reviewed the terms and provisions of this Eleventh Modification and the Exhibits attached hereto, and he, she or it is familiar with the terms hereof; that the terms and provisions contained herein are clearly understood and fully and unconditionally consented to by he, she or it; that he, she or it has had full benefit and advice of counsel of his, hers or its own selection or the opportunity to obtain the benefit and advice of counsel of his, hers or its own selection, in regard to understanding the terms, meaning, and effect of this Eleventh Modification; that each of the Borrowers' and the Dosevs' execution of this Eleventh Modification is done freely, voluntarily, with full knowledge, and without duress, and that, in executing this Eleventh Modification, each of Borrowers and the Dosevs has relied on no other representations, either written or oral, express or implied, made to he, she or it by Lender or any other party; and that the consideration received by he, she or it hereunder has been actual and adequate.

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- F. Lender and each of Borrowers and the Dosevs acknowledge that there are no other agreements or representations, either oral or written, express or implied, that are not embodied in this Eleventh Modification, and this and all Exhibits attached or to be attached hereto and thereto represent a complete integration of all prior and contemporaneous agreements and understandings of Lender, Borrowers and the Dosevs, and that all such agreements, understandings, and documents executed in connection therewith are hereby modified by this Eleventh Modification; provided, however, that except as expressly modified herein, the Notes, Mortgages and all other Loan Documents shall remain in full force and effect in accordance with all terms and conditions thereof.
- G. This Eleventh Modification shall be binding upon and inure to the benefit of each of Borrowers, the Dosevs and Lender, their respective successors, assigns, grantees and legal representatives, and no other party shall be a beneficiary hereunder.

10. JURY WAIVER.

BORROWERS AND THE DOSEVS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES, THE MORTGAGES, THIS ELEVENTH MODIFICATION, THE TENTH MODIFICATION, THE NINTH MODIFICATION, THE EIGHTH MODIFICATION, THE SEVENTH MODIFICATION, THE SIXTH MODIFICATION, THE FIFTH MODIFICATION, THE FOURTH MODIFICATION, THE THIRD MODIFICATION, THE SECOND MODIFICATION, THE MODIFICATION, OR ANY OF THE OTHER OBLIGATIONS, OR THE COLLATERAL SECURED BY THE LOAN DOCUMENTS, OR ANY AGREEMENT, EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER, BORROWERS AND THE DOSEVS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWERS OR THE DOSEVS, OR ANY OF THEM.

11. SUBMISSION TO JURISDICTION.

BORROWERS AND THE DOSEVS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON, AND BORROWERS AND THE DOSEVS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWERS AND THE DOSEVS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWERS AND THE DOSEVS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO BORROWERS AND THE DOSEVS AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF LENDER. BORROWERS AND THE DOSEVS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER

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JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWERS AND THE DOSEVS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREIN ABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWERS OR THE DOSEVS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

12. USA PATRIOT ACT.

Borrowers and the Dosevs warrant to Lender that neither Borrowers nor the Dosevs nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "**Blocked Persons Lists**") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrowers and the Dosevs covenant to Lender that if they become aware that they or any affiliate is identified on any Blocked Persons List, Borrowers and the Dosevs shall immediately notify Lender in writing of such information. Borrowers and the Dosevs further agree that in the event they or any affiliate is at any time identified on any Blocked Persons List, such event shall be an Event of Default (as defined in the Loan Documents), and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Borrowers and the Dosevs may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person ("**Person**") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the collateral (as described herein and in the Loan Documents) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

13. TRUSTEE EXCULPATION.

This Eleventh Modification is executed by Chicago Title Land Trust Company as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing

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under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

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IN WITNESS WHEREOF the parties have executed this Eleventh Modification as of the day and year first appearing above.

LENDER:

TCF NATIONAL BANK,
a national banking association

Name: _____
Title: Vice President

Attest: Norma L. Medow
Title: Loan Officer

TRUSTEE:

CHICAGO TITLE LAND TRUST
COMPANY, AS TRUSTEE UNDER
TRUST AGREEMENT DATED
FEBRUARY 13, 1995 AND KNOWN AS
TRUST NO. 1100706, AND NOT
INDIVIDUALLY

By: MARIO V. GOTANCO
Its Trust Officer

MARDOC LLC:

MARDOC DEVELOPMENT, L.L.C.,
an Illinois limited liability company

By: Cristov Dosev
Cristov Dosev, Manager

CRISTOV DOSEV:

Cristov Dosev
Cristov Dosev, individually

LISA DOSEV:

Lisa A. Dosev
Lisa Dosev, individually

MARDOC LP:

MARDOC PROPERTIES, L.P., a Delaware
limited partnership

By: Cristov Dosev
Cristov Dosev, Managing General Partner

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that CYNTHIA G. GATTIES and NOLEVE MEDOWS personally known to me to be the V.P. and LOAN CLOSING OFFICER, respectively, of TCF National Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, pursuant to authority, as their free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 29th day of JULY, 2011.

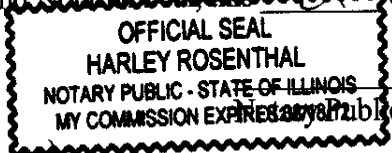
Kim Zajac
Notary Public



STATE OF IL)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Cristov Dosev, individually and as the Manager of Mardoc Development L.L.C., and as Managing General Partner of Mardoc Properties, L.P., a Delaware limited partnership, 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 on behalf of said limited liability company and limited partnership for the uses and purposes therein set forth.

Given under my hand Notarial Seal, this 29th day of JULY, 2011.

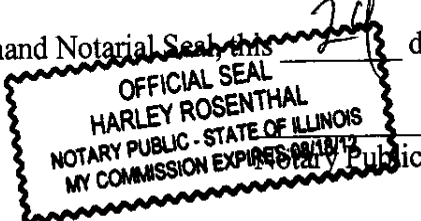


Harley Rosenthal
Notary Public

STATE OF IL)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Lisa Dosev, individually, 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 she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand Notarial Seal, this 29th day of JULY, 2011.



Harley Rosenthal
Notary Public

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STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

I, the undersigned, Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Mario V. Gotanco personally known to me to be the Trust Officer, respectively, of CHICAGO TITLE LAND TRUST COMPANY, and not individually, 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 he signed and delivered the said instrument, pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 8th day of August, 2011.



Lidia Marinca

 Notary Public

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EXHIBIT A LEGAL DESCRIPTION

SCHILLER PARK PROPERTY:

PARCEL A:

THE WEST ½ OF LOT 2 IN FREDERICK H. BARTLETT'S IRVING PARK AND LAGRANGE ROAD FARMS, BEING A SUBDIVISION OF THE SOUTH 417.42 FEET OF THE EAST 626.13 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 3957 DENLEY COURT, SCHILLER PARK, ILLINOIS
PIN: 12-21-101-018-0000

PARCEL B:

THE EAST ½ OF LOT 2 IN FREDERICK H. BARTLETT'S IRVING PARK AND LAGRANGE ROAD FARMS, BEING A SUBDIVISION OF THE SOUTH 417.42 FEET OF THE EAST 626.13 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 3948 WEHRMAN AVE, SCHILLER PARK, ILLINOIS
PIN: 12-21-101-019-0000

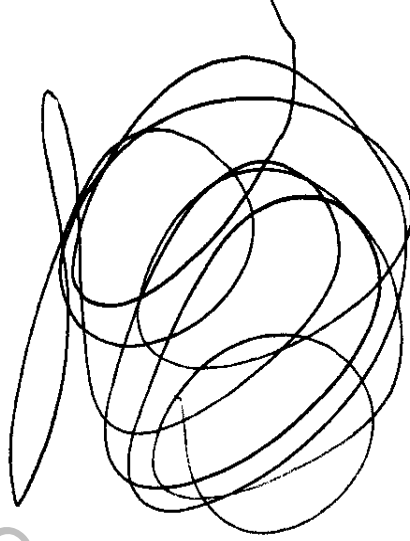
CAROL STREAM PROPERTY:

LOT 2 IN N.J.R. RESUBDIVISION OF LOT 3 IN REED'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED FEBRUARY 7, 1972 AS DOCUMENT R72-6192 IN DUPAGE COUNTY, ILLINOIS

COMMONLY KNOWN AS: 505-535 EAST GUNDERSON DRIVE, CAROL STREAM, ILLINOIS
PIN: 05-04-401-012-0000

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GROUP EXHIBIT B
PROMISSORY NOTES



Property of Cook County Clerk's Office

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**TCF NATIONAL BANK
COMMERCIAL MORTGAGE INSTALLMENT NOTE
FIXED RATE**

NOTE NUMBER: _____ **LOAN AMOUNT:** \$1,800,000.00
MATURITY DATE: June 10, 2013 **DATE:** May 29, 2008

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, promises to pay to the order to TCF NATIONAL BANK, a national banking association ("Bank"), with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527, the principal amount of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) plus interest in arrears on the principal balance remaining from time to time unpaid.

1. **INTEREST** shall accrue on the unpaid principal balance of this note from and after the date hereof at the rate of five and three-quarters percent (5.75%) per annum ("Interest Rate"). After the date of any Default (defined below) or maturity, whether by acceleration or otherwise, interest on the principal balance remaining from time to time unpaid shall be at the per annum rate of four percent (4%) in excess of the then current Interest Rate ("Default Rate"). The Bank may in its sole discretion adjust the Installment Payments (defined below) to accommodate payment of the Default Rate after a Default is declared in accordance herewith. Interest on this Note shall be computed based on a 360-day calendar year for the actual number of days the principal balance is outstanding.

2. **PRINCIPAL AND INTEREST PAYMENTS.** Payments of principal and interest ("Installment Payments") on this Note shall be due and payable in equal monthly installments of Eleven Thousand Four Hundred Fifteen and 08/100 Dollars (\$11,415.08), based on a twenty-five (25) year amortized term, beginning on July 10, 2008 and continuing on the tenth (10th) day of each calendar month thereafter until June 10, 2013 ("Maturity Date") at which time the entire unpaid balance of principal, accrued and unpaid interest, fees and charges due hereunder shall be due and payable in full. Any Installment Payments made hereunder may be applied by the Bank in its sole discretion to the Liabilities (defined below) in the order of application as the Bank in its sole discretion shall elect. The undersigned shall pay to the Bank a late charge in the amount of five percent (5%) of any Installment Payment of interest or principal, or both, or any other payment which shall become ten (10) or more calendar days past due the applicable payment date. If any payment becomes due and payable on a Saturday, Sunday or any other day on which the Bank is closed for business, the due date shall be extended to the next business day.

3. **PREPAYMENT.** Any full or partial prepayment of the outstanding principal balance of this Note, whether by acceleration or otherwise, shall be accompanied by payment of all accrued interest, fees and charges hereunder and under any of the other Financing Loan Documents and shall be subject to a prepayment fee, payable at the time such prepayment is made in an amount equal to the principal amount of the prepayment multiplied by the applicable Prepayment Rate set forth next to the Prepayment Period in which such prepayment is made, as follows:

<u>PREPAYMENT PERIOD</u>	<u>PREPAYMENT RATE (%)</u>
<u>May 29, 2008 through June 10, 2011</u>	<u>Two percent (2.00%)</u>
<u>June 11, 2011 to June 10, 2013</u>	<u>One percent (1.00%)</u>

Any prepayment may be applied by Bank in its sole discretion to the indebtedness and obligations of Borrower owing to Bank in such order of application, including in the inverse order of maturities in the Note, as the Bank in its sole discretion shall determine.

If this Note is prepaid directly or indirectly from the proceeds of the sale of the Premises to any person or entity not under control of, and not related to the undersigned or any Guarantor, which independence and lack of relationship to the undersigned or any Guarantor shall be verified in writing and signed by the undersigned or any Guarantor in form and substance required by the Bank, the prepayment fee shall be one (1.00%) percent of the principal amount prepaid, in lieu of any other prepayment fee, above, due under this Paragraph 3. The Bank shall have the right to

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apply any prepayment amount against the Liabilities in the order of application as the Bank in its sole discretion shall elect.

4. **FINANCIAL COVENANTS.** The undersigned hereby agree (s) to perform or observe the following additional covenants:

4.1 DEBT SERVICE COVERAGE RATIO REQUIREMENTS. The undersigned shall maintain a Debt Coverage Ratio (defined below) on the property located at 3957 Denley Avenue, Schiller Park, Illinois 60176, ("Premises") equal to or greater than 1.10x, to be measured annually beginning April 1, 2009. The term "Debt Coverage Ratio" is a ratio determined by the Net Operating Income (defined below) of the Premises divided by an amount equal to the Loan Payment (defined below). The term "Net Operating Income" means an amount equal to the total amount of rental payments due under the unexpired valid leases of the Premises (which equals Gross Rental Income) **PLUS** other normal and recurring operating income of the Premises (which equals Gross Income) **LESS** the sum of the vacancy and collection loss expenses (which equals Effective Gross Income) **LESS** the sum of the other normal and recurring operating expenses of the Premises, excluding depreciation and interest. The Gross Income and Net Operating Income shall be determined in conformity with generally accepted accounting principles, consistently applied, for a period (whether such period is a month, quarter or year). The term "Loan Payment" means the total amount of the interest and principal installments due and payable under the Note during the same period for which the Gross Income and Net Operating Income are determined.

4.2 DEPOSIT ACCOUNTS. Throughout the term of this Note, the undersigned shall maintain the primary operating deposit accounts for the Premises at the Bank.

5. **DEFAULT.** Default is the occurrence or existence of any one or more of the following events, conditions, acts or omissions:

- (i) the undersigned fails or neglects to make timely payment of any amount due hereunder and continuance of such Default for a period of ten (10) days;
- (ii) the undersigned, Chalets of Fox River Grove LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor fails or neglects to make any timely payment of any amount due under any other note, instrument, document or agreement which, after notice or the lapse of any applicable grace or cure period, shall cause or permit the holder thereof to cause the obligations of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor to become due prior to maturity;
- (iii) the undersigned or any Guarantor fails or neglects to comply with or to perform in accordance with any non-monetary representation, warranty, covenant, condition or other provision contained hereunder and continuance of such Default for a period of thirty (30) calendar days after Bank sends written notice to the undersigned of a Default hereunder;
- (iv) the undersigned or any Guarantor fails to make any timely payment of any other Liabilities when due hereunder or under any of the other Financing Loan Documents and continuance of such Default for a period of ten (10) calendar days;
- (v) any statement, application or agreement furnished at any time or from time to time to the Bank by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor is false or incorrect in any material respect in light of the circumstances under which it was made;

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- (vi) the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor fails to furnish the Bank with additional or periodic financial statements or true and complete copies of the filed federal and state income tax returns, and any amendments thereto, of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor as the Bank may request from time to time;
- (vii) the insolvency of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor or the inability of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor to pay their respective debts as they mature;
- (viii) any admissions, either verbal or written, by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor of the inability to pay their respective debts as they mature;
- (ix) the execution of an assignment for the benefit of creditors by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor or any undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor files or commences any proceedings for relief under the Bankruptcy Code, as may be amended from time to time, or other insolvency laws or any laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or a receivership or a trusteeship;
- (x) there shall be any proceedings filed or commenced against the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor for relief under the Bankruptcy Code, as may be amended from time to time, or insolvency laws or any other laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or a receivership or a trusteeship filed or commenced against any of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor and the continuance of any such Default for more than sixty (60) calendar days thereafter;
- (xi) any judgment, attachment, lien, forfeiture, execution or levy against the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P. and Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor, or against any property including any Collateral of the undersigned, Chalets of Fox

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River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P. and Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor, in any amount which is not promptly paid, discharged, released, bonded, stayed on appeal or otherwise fully satisfied and continuance of such Default for a period of forty-five (45) days;

- (xii) a garnishment summons or a writ of attachment is issued against or served upon the Bank for the attachment of any property of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor in the Bank's possession or any indebtedness owing to the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor;
- (xiii) the death or incompetency of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor;
- (xiv) the failure of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor to pledge or grant or cause to be pledged or granted to the Bank a continuing security interest in the Collateral, or to furnish immediately additional and satisfactory Collateral upon written request from the Bank when the Bank, in its sole discretion exercised in good faith, shall deem itself insecure for any reason whatsoever and continuance of such a Default for a period of thirty (30) calendar days after the Bank sends such written request to the undersigned or Guarantor;
- (xv) any change of control in, sale of, the cessation of business, dissolution or termination of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor whether by voluntary or involuntary action;
- (xvi) any other events or circumstances which cause the Bank, in its sole discretion exercised in good faith, to deem itself insecure for any reason whatsoever, including without limitation any adverse change in the financial condition or operations of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC any Guarantor, the Premises or in the Collateral;
- (xvii) the commencement of foreclosure proceedings or their judicial equivalent with respect to any lien or other mortgage encumbering the Premises regardless of whether or not that lien or mortgage is a Permitted Lien; or
- (xviii) any "Default", which continues after notice or lapse of any applicable grace or cure period, under any of the other Financing Loan Documents, or in any instrument, documents or agreements entered into by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC in connection with any loans or financial transactions by or with the Bank.

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6. RIGHTS ON DEFAULT. Upon and after any Default, the Bank shall have all the rights and remedies of a secured party under any applicable laws, including without limitation the Uniform Commercial Code of Illinois, as amended from time to time, this Note and any other documents and agreements relating to the Liabilities or the Collateral, all of which rights and remedies shall be cumulative and none exclusive. Further, the Bank may: (i) in its sole discretion declare any or all of the Liabilities to be immediately due and payable without notice or demand to the undersigned or any other person; (ii) demand, sue for, collect, or make any compromise, renewal, extension, settlement, release, exchange or take any other action to protect its interests with respect to any of the Liabilities or the Collateral; (iii) without demand or notice, demand and notice being specifically waived by the undersigned, enter any of the premises of the undersigned without the obligation to pay rent and remove any of the Collateral, and may require the undersigned, at the expense of the undersigned, to assemble any of the Collateral and make the Collateral available at such times or places as the Bank shall determine; and (iv) at any time dishonor any checks and drafts drawn on the undersigned on the Bank. The undersigned hereby agrees that, in order for the Bank to enter the premises where the Collateral is believed by the Bank to be located, the Bank is irrevocably authorized to disconnect or disable in any manner any security devices or other similar devices.

7. RIGHT OF SETOFF. After a Default and regardless of any applicable grace or cure period, the Bank may, without demand or notice to anyone, set-off or appropriate and apply toward the payment of any of the Liabilities, whether matured or unmatured, and in such order of application as the Bank may from time to time elect, any cash, credits, deposits, accounts, securities, dividends, distributions, instruments, documents, moneys or any other property of the undersigned, whether matured or unmatured, in the possession, custody or control of the Bank for any purpose.

8. PAYMENTS OF LEGAL FEES AND COSTS. In connection with the collection of this Note and in the enforcement or attempted enforcement of the Bank's rights and remedies hereunder and under any of the other Financing Loan Documents, the undersigned shall pay all costs and expenses of the Bank, including all reasonable attorneys' and paralegals' fees, experts and opinion witnesses and other professional fees, and all other costs relating to or arising from any legal proceedings including without limitation any post-judgment proceedings, appeals or any matters relating to bankruptcy, reorganization, insolvency, compositions or assignment for benefit of creditors (including any costs to the Bank of using internal counsel), replevin bonds, court costs, or for advising the Bank, negotiating or drafting of the Financing Loan Documents for the Bank, at any time and from time to time, in connection with any of the Liabilities or Collateral.

9. JURISDICTION; ILLINOIS LAW. The Undersigned Acknowledges That This Note Is Being Accepted By The Bank In Partial Consideration Of The Bank's Right To Enforce In The State Of Illinois And The County Of Cook. The Terms And Provisions Hereunder And Under Any Other Financing Loan Documents; The Undersigned Consents To Jurisdiction In, And Construction Of This Note And Any Other Financing Loan Documents Under The Internal Laws Of The State Of Illinois, Excluding Its Conflicts Of Law Principles And Venue In The County Of Cook or Such Purposes; The Undersigned Waives Any And All Rights To Contest Jurisdiction And Venue Of The State Of Illinois And County Of Cook Over The Undersigned For The Purpose Of Enforcing This Note And Any Other Financing Loan Documents; And The Undersigned Waives Any And All Rights To Commence Any Action, Whether By Complaint, Countercomplaint Or Cross-complaint Or Counter-claim With Respect To The Liabilities, Against The Bank In Any Jurisdiction Other Than In The State Of Illinois And In The County Of Cook.

10. WAIVER OF SERVICE. The undersigned waives personal service of any and all process upon the undersigned, and consents that all such service of process be made by United States mail or messenger or reputable overnight service directed to the undersigned at the address set forth herein and that service so made shall be deemed to be completed upon the earlier of actual receipt, delivery or three (3) calendar days after the same shall have been sent to the undersigned.

11. RIGHT TO JURY TRIAL WAIVED. THE UNDERSIGNED AND BANK WAIVE ALL RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED AND BANK ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO EACH TO ENTER INTO THIS FINANCING RELATIONSHIP, THE FINANCING LOAN DOCUMENTS AND ANY FUTURE TRANSACTIONS. THE UNDERSIGNED AND BANK ACKNOWLEDGE EACH HAS BEEN REPRESENTED BY THEIR RESPECTIVE LEGAL

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COUNSEL OR HAS HAD THE OPPORTUNITY TO DO SO IN MAKING THIS WAIVER AND EXECUTING THE FINANCING LOAN DOCUMENTS.

12. PRESENTMENT; DEMAND; NOTICE; SET-OFF. The undersigned hereby waives presentment, demand, notice of dishonor, protest and all other notices whatsoever. The undersigned hereby waives any and all claims, rights (including rights of set-off) and defenses against the Bank.

13. SEVERABILITY. If any court of competent jurisdiction determines any provision of this Note to be prohibited or invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability without prohibiting, invalidating and rendering unenforceable the remainder of the provisions of this Note. The Bank reserves the right to waive or refrain from waiving any right or remedy under this Note.

14. DEFINITIONS. Any capitalized terms used in this Note, which are not otherwise defined herein, shall have the same meanings herein as are defined in the Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated of even date herewith, and executed by any undersigned or other appropriate person in favor of the Bank. The terms below are defined as follows:

- 14.1** "Financing Loan Documents" includes this Note, the Mortgage, Assignment of Rents, Security Agreement and Financing Statements; and Collateral Assignment of Beneficial Interest in Land Trust (in the case that a Land Trustee holds title to the Real Estate), (defined below); and all other agreements, documents and instruments, including without limitation, all pledges, guaranties, subordinations of debt and priority of liens and security interests, consents, assignments, contracts, notices, financing statements, leases and all other written matter whether heretofore, now or hereafter executed by or on behalf of the undersigned and delivered to the Bank in connection with the Liabilities, together with all amendments, modifications, extensions, renewals and substitutions thereof and thereto and all agreements and documents referred to therein and contemplated thereby.
- 14.2** "Liabilities" means, but for the commencement of any proceedings after the filing for bankruptcy or reorganization under the Bankruptcy Code, as amended from time to time, any liabilities, indebtedness and obligations, including without limitation interest accruing thereon under any of the other Financing Loan Documents, of every kind and nature of the undersigned due or owing to the Bank whether heretofore, now or hereafter due or owing, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising through discount, overdraft, purchase, direct loan, by operation of law, or otherwise, together with all reasonable attorneys', paralegals' experts', opinion witnesses' and other professionals' fees and costs and expenses whatsoever relating to or arising from any legal or administrative proceedings including without limitation any post-judgment proceedings, appeals, or any matters relating to bankruptcy, reorganization, insolvency, compositions or assignments for benefit of creditors (and the cost to the Bank of using internal counsel, if applicable) or relating to protecting and enforcing or attempting to enforce the Bank's rights, remedies and security interests under this Note and under any other Financing Loan Documents, and advising the Bank, drafting and negotiating any documents for the Bank at any time in connection with the Liabilities. Liabilities includes all of the liabilities, obligations and indebtedness of any partnership owing now or in the future to the Bank by the partnership, while the undersigned or any Guarantor may have been or may be a member of such partnership.
- 14.3** "Mortgage" means the mortgage agreement dated of even date herewith, executed by the undersigned in favor of the Bank, securing the Liabilities.
- 14.4** "undersigned" means each maker signing this Note and the word "undersigned" in the singular form shall include the plural form, unless otherwise designated. Each undersigned shall be jointly and severally obligated hereunder.

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14.5 "Indemnification Agreement" means the Environmental and Americans with Disabilities Act Indemnification Agreement dated of even date herewith, in favor of the Bank.

15. **DELAYED WAIVER.** No delay or omission on the part of the Bank in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Note, other Financing Loan Documents or other writings relating thereto.

16. **COURSE OF CONDUCT.** A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

17. **WRITTEN WAIVER AND ENTIRE AGREEMENT.** No waiver shall be deemed to have been made, unless such waiver is in writing specifying the specific matter waived and signed by an authorized officer of the Bank. This Note and other Financing Loan Documents executed and delivered to the Bank pursuant hereto constitute the entire agreement between the Bank and the undersigned.

18. **BINDING ON SUCCESSORS AND ASSIGNS.** This Note shall be binding upon the undersigned and upon the undersigned's heirs, estate, legal representatives, successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns.

19. **TRUSTEE EXCULPATION.** If the undersigned is a land trustee, then this Note is executed by the undersigned trustee, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment and performance of the Liabilities, and through enforcement of the provisions of this Note and any other Collateral or guarantee from time to time securing payment of the Liabilities; no personal liability shall be asserted or be enforceable against the trustee, because or in respect of this Note or the making, issue or transfer hereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

THIS COMMERCIAL MORTGAGE INSTALLMENT NOTE IS THE NOTE REFERRED TO IN AND SECURED BY THE MORTGAGE.

THE UNDERSIGNED ACKNOWLEDGES AND AFFIRMS THAT THE UNDERSIGNED HAS REVIEWED AND UNDERSTANDS THE TERMS AND PROVISIONS OF THIS NOTE AND HAS OBTAINED OR HAS HAD THE OPPORTUNITY TO OBTAIN ADVICE FROM THE UNDERSIGNED'S LEGAL COUNSEL.

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SIGNED AND DELIVERED IN BURR RIDGE, ILLINOIS, BY THE UNDERSIGNED AS OF THIS 29TH DAY OF MAY, 2008.

Address:
504 S. Clifton
Park Ridge, IL 60068

MARDOC DEVELOPMENT, L.L.C.,
an Illinois limited liability company

By: [Signature]
Cristov Dosev
Its: Manager

The Maria Dosev Trust u/a/d September 8, 2004,
created by Maria Dosev as Grantor

By: [Signature]
Maria Dosev, Trustee

The Dosev GST Family Trust of the Dosi Dosev Trust
u/a/d September 8, 2004

By: [Signature]
Maria Dosev, Trustee

The Dosev GST Marital Trust of the Dosi Dosev Trust
u/a/d September 8, 2004

By: [Signature]
Maria Dosev, Trustee

The Cristov Dosev Trust u/a/d April 20, 2004,
created by Cristov Dosev as Grantor

By: [Signature]
Cristov Dosev, Trustee

STATE OF Illinois
COUNTY OF Whe) ss.

COPY

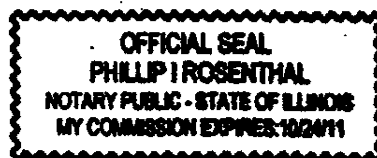
SIGNATURE ON THIS DOCUMENT
ARE FACSIMILE OR OTHER
PHOTOGRAPHIC REPRODUCTION

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Cristov Dosev, personally known to me to be the same person whose name is as Manager, of MARDOC DEVELOPMENT, L.L.C., an Illinois limited liability company subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his 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 29 day of May, 2008.

My Commission Expires: [Signature]

[Signature]
Notary Public



17

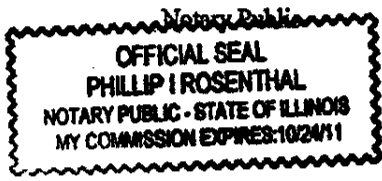
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STATE OF Illinois)
COUNTY OF Lake)ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Maria Dosev, as trustee of The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, and The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004, 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 to me that she signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of May, 2008.

My Commission Expires: 10/24/11



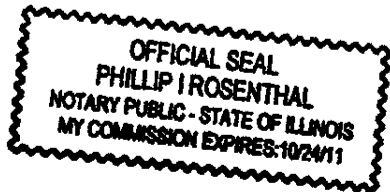
STATE OF Illinois)
COUNTY OF Lake)ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Cristov Dosev, as trustee of The Cristov Dosev Trust u/a/d April 20, 2004, 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 to me that she signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of May, 2008.

My Commission Expires: 10/24/11

Notary Public



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SIGNATURE ON THIS DOCUMENT ARE FACSIMILE OR OTHER PHOTOGRAPHIC REPRODUCTION

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**TCF NATIONAL BANK
COMMERCIAL MORTGAGE INSTALLMENT NOTE
FIXED RATE**

NOTE NUMBER: _____ LOAN AMOUNT: \$1,800,000.00
 MATURITY DATE: June 10, 2013 DATE: May 29, 2008

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, promises to pay to the order to TCF NATIONAL BANK, a national banking association ("Bank"), with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527, the principal amount of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) plus interest in arrears on the principal balance remaining from time to time unpaid.

1. **INTEREST** shall accrue on the unpaid principal balance of this note from and after the date hereof at the rate of five and three-quarters percent (5.75%) per annum ("Interest Rate"). After the date of any Default (defined below) or maturity, whether by acceleration or otherwise, interest on the principal balance remaining from time to time unpaid shall be at the per annum rate of four percent (4%) in excess of the then current Interest Rate ("Default Rate"). The Bank may in its sole discretion adjust the Installment Payments (defined below) to accommodate payment of the Default Rate after a Default is declared in accordance herewith. Interest on this Note shall be computed based on a 360-day calendar year for the actual number of days the principal balance is outstanding.

2. **PRINCIPAL AND INTEREST PAYMENTS.** Payments of principal and interest ("Installment Payments") on this Note shall be due and payable in equal monthly installments of Eleven Thousand Four Hundred Fifteen and 08/100 Dollars (\$11,415.08), based on a twenty-five (25) year amortized term, beginning on July 10, 2008 and continuing on the tenth (10th) day of each calendar month thereafter until June 10, 2013 ("Maturity Date") at which time the entire unpaid balance of principal, accrued and unpaid interest, fees and charges due hereunder shall be due and payable in full. Any Installment Payments made hereunder may be applied by the Bank in its sole discretion to the Liabilities (defined below) in the order of application as the Bank in its sole discretion shall elect. The undersigned shall pay to the Bank a late charge in the amount of five percent (5%) of any Installment Payment of interest or principal, or both, or any other payment which shall become ten (10) or more calendar days past due the applicable payment date. If any payment becomes due and payable on a Saturday, Sunday or any other day on which the Bank is closed for business, the due date shall be extended to the next business day.

3. **PREPAYMENT.** Any full or partial prepayment of the outstanding principal balance of this Note, whether by acceleration or otherwise, shall be accompanied by payment of all accrued interest, fees and charges hereunder and under any of the other Financing Loan Documents and shall be subject to a prepayment fee, payable at the time such prepayment is made in an amount equal to the principal amount of the prepayment multiplied by the applicable Prepayment Rate set forth next to the Prepayment Period in which such prepayment is made, as follows:

<u>PREPAYMENT PERIOD</u>	<u>PREPAYMENT RATE (%)</u>
<u>May 29, 2008 through June 10, 2011</u>	<u>Two percent (2.00%)</u>
<u>June 11, 2011 to June 10, 2013</u>	<u>One percent (1.00%)</u>

Any prepayment may be applied by Bank in its sole discretion to the indebtedness and obligations of Borrower owing to Bank in such order of application, including in the inverse order of maturities in the Note, as the Bank in its sole discretion shall determine.

If this Note is prepaid directly or indirectly from the proceeds of the sale of the Premises to any person or entity not under control of, and not related to the undersigned or any Guarantor, which independence and lack of relationship to the undersigned or any Guarantor shall be verified in writing and signed by the undersigned or any Guarantor in form and substance required by the Bank, the prepayment fee shall be one (1.00%) percent of the principal amount prepaid, in lieu of any other prepayment fee, above, due under this Paragraph 3. The Bank shall have the right to

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apply any prepayment amount against the Liabilities in the order of application as the Bank in its sole discretion shall elect.

4. FINANCIAL COVENANTS. The undersigned hereby agree (s) to perform or observe the following additional covenants:

4.1 DEBT SERVICE COVERAGE RATIO REQUIREMENTS. The undersigned shall maintain a Debt Coverage Ratio (defined below) on the property located at 3948 Wehrman Avenue, Schiller Park, Illinois 60176, ("Premises") equal to or greater than 1.10x, to be measured annually beginning April 1, 2009. The term "Debt Coverage Ratio" is a ratio determined by the Net Operating Income (defined below) of the Premises divided by an amount equal to the Loan Payment (defined below). The term "Net Operating Income" means an amount equal to the total amount of rental payments due under the unexpired valid leases of the Premises (which equals Gross Rental Income) PLUS other normal and recurring operating income of the Premises (which equals Gross Income) LESS the sum of the vacancy and collection loss expenses (which equals Effective Gross Income) LESS the sum of the other normal and recurring operating expenses of the Premises, excluding depreciation and interest. The Gross Income and Net Operating Income shall be determined in conformity with generally accepted accounting principles, consistently applied, for a period (whether such period is a month, quarter or year). The term "Loan Payment" means the total amount of the interest and principal installments due and payable under the Note during the same period for which the Gross Income and Net Operating Income are determined.

4.2 DEPOSIT ACCOUNTS. Throughout the term of this Note, the undersigned shall maintain the primary operating deposit accounts for the Premises at the Bank.

5. DEFAULT. Default is the occurrence or existence of any one or more of the following events, conditions, acts or omissions:

- (i) the undersigned fails or neglects to make timely payment of any amount due hereunder and continuance of such Default for a period of ten (10) days;
- (ii) the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee w/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor fails or neglects to make any timely payment of any amount due under any other note, instrument, document or agreement which, after notice or the lapse of any applicable grace or cure period, shall cause or permit the holder thereof to cause the obligations of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee w/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor to become due prior to maturity;
- (iii) the undersigned or any Guarantor fails or neglects to comply with or to perform in accordance with any non-monetary representation, warranty, covenant, condition or other provision contained hereunder and continuance of such Default for a period of thirty (30) calendar days after Bank sends written notice to the undersigned of a Default hereunder;
- (iv) the undersigned or any Guarantor fails to make any timely payment of any other Liabilities when due hereunder or under any of the other Financing Loan Documents and continuance of such Default for a period of ten (10) calendar days;
- (v) any statement, application or agreement furnished at any time or from time to time to the Bank by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee w/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor is false or incorrect in any material respect in light of the circumstances under which it was made;

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- (vi) the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor fails to furnish the Bank with additional or periodic financial statements or true and complete copies of the filed federal and state income tax returns, and any amendments thereto, of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor as the Bank may request from time to time;
- (vii) the insolvency of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor or the inability of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor to pay their respective debts as they mature;
- (viii) any admissions, either verbal or written, by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor of the inability to pay their respective debts as they mature;
- (ix) the execution of an assignment for the benefit of creditors by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor or any undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor files or commences any proceedings for relief under the Bankruptcy Code, as may be amended from time to time, or other insolvency laws or any laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or a receivership or a trusteeship;
- (x) there shall be any proceedings filed or commenced against the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor for relief under the Bankruptcy Code, as may be amended from time to time, or insolvency laws or any other laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or a receivership or a trusteeship filed or commenced against any of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor and the continuance of any such Default for more than sixty (60) calendar days thereafter;
- (xi) any judgment, attachment, lien, forfeiture, execution or levy against the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P. and Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor, or against any property including any Collateral of the undersigned, Chalets of Fox

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River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P. and Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor, in any amount which is not promptly paid, discharged, released, bonded, stayed on appeal or otherwise fully satisfied and continuance of such Default for a period of forty-five (45) days;

- (xii) a garnishment summons or a writ of attachment is issued against or served upon the Bank for the attachment of any property of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor in the Bank's possession or any indebtedness owing to the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor;
- (xiii) the death or incompetency of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor;
- (xiv) the failure of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor to pledge or grant or cause to be pledged or granted to the Bank a continuing security interest in the Collateral, or to furnish immediately additional and satisfactory Collateral upon written request from the Bank when the Bank, in its sole discretion exercised in good faith, shall deem itself insecure for any reason whatsoever and continuance of such a Default for a period of thirty (30) calendar days after the Bank sends such written request to the undersigned or Guarantor;
- (xv) any change of control in, sale of, the cessation of business, dissolution or termination of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC or any Guarantor whether by voluntary or involuntary action;
- (xvi) any other events or circumstances which cause the Bank, in its sole discretion exercised in good faith, to deem itself insecure for any reason whatsoever, including without limitation any adverse change in the financial condition or operations of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC any Guarantor, the Premises or in the Collateral;
- (xvii) the commencement of foreclosure proceedings or their judicial equivalent with respect to any lien or other mortgage encumbering the Premises regardless of whether or not that lien or mortgage is a Permitted Lien; or
- (xviii) any "Default", which continues after notice or lapse of any applicable grace or cure period, under any of the other Financing Loan Documents, or in any instrument, documents or agreements entered into by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Properties L.P., Chicago Title Land Trust Company, as trustee u/t/a dated 2/13/95 and known as Trust # 1100706, Denley Court, LLC and Wehrman Avenue, LLC in connection with any loans or financial transactions by or with the Bank.

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6. RIGHTS ON DEFAULT. Upon and after any Default, the Bank shall have all the rights and remedies of a secured party under any applicable laws, including without limitation the Uniform Commercial Code of Illinois, as amended from time to time, this Note and any other documents and agreements relating to the Liabilities or the Collateral, all of which rights and remedies shall be cumulative and none exclusive. Further, the Bank may: (i) in its sole discretion declare any or all of the Liabilities to be immediately due and payable without notice or demand to the undersigned or any other person; (ii) demand, sue for, collect, or make any compromise, renewal, extension, settlement, release, exchange or take any other action to protect its interests with respect to any of the Liabilities or the Collateral; (iii) without demand or notice, demand and notice being specifically waived by the undersigned, enter any of the premises of the undersigned without the obligation to pay rent and remove any of the Collateral, and may require the undersigned, at the expense of the undersigned, to assemble any of the Collateral and make the Collateral available at such times or places as the Bank shall determine; and (iv) at any time dishonor any checks and drafts drawn by the undersigned on the Bank. The undersigned hereby agrees that, in order for the Bank to enter the premises where the Collateral is believed by the Bank to be located, the Bank is irrevocably authorized to disconnect or disable in any manner any security devices or other similar devices.

7. RIGHT OF SETOFF. After a Default and regardless of any applicable grace or cure period, the Bank may, without demand or notice to anyone, set-off or appropriate and apply toward the payment of any of the Liabilities, whether matured or unmatured, and in such order of application as the Bank may from time to time elect, any cash, credits, deposits, accounts, securities, dividends, distributions, instruments, documents, moneys or any other property of the undersigned, whether matured or unmatured, in the possession, custody or control of the Bank for any purpose.

8. PAYMENTS OF LEGAL FEES AND COSTS. In connection with the collection of this Note and in the enforcement or attempted enforcement of the Bank's rights and remedies hereunder and under any of the other Financing Loan Documents, the undersigned shall pay all costs and expenses of the Bank, including all reasonable attorneys' and paralegals' fees, experts and opinion witnesses and other professional fees, and all other costs relating to or arising from any legal proceedings including without limitation any post-judgment proceedings, appeals or any matters relating to bankruptcy, reorganization, insolvency, compositions or assignment for benefit of creditors (including any costs to the Bank of using internal counsel), replevin, bonds, court costs, or for advising the Bank, negotiating or drafting of the Financing Loan Documents for the Bank, at any time and from time to time, in connection with any of the Liabilities or Collateral.

9. JURISDICTION; ILLINOIS LAW. The Undersigned Acknowledges That This Note Is Being Accepted By The Bank In Partial Consideration Of The Bank's Right To Enforce In The State Of Illinois And The County Of Cook. The Terms And Provisions Hereunder And Under Any Other Financing Loan Documents; The Undersigned Consents To Jurisdiction In, And Construction Of This Note And Any Other Financing Loan Documents Under The Internal Laws Of The State Of Illinois, Excluding Its Conflicts Of Law Principles And Venue In The County Of Cook or Such Purposes; The Undersigned Waives Any And All Rights To Contest Jurisdiction And Venue Of The State Of Illinois And County Of Cook Over The Undersigned For The Purpose Of Enforcing This Note And Any Other Financing Loan Documents; And The Undersigned Waives Any And All Rights To Commence Any Action, Whether By Complaint, Countercomplaint Or Cross-complaint Or Counter-claim With Respect To The Liabilities, Against The Bank In Any Jurisdiction Other Than In The State Of Illinois And In The County Of Cook.

10. WAIVER OF SERVICE. The undersigned waives personal service of any and all process upon the undersigned, and consents that all such service of process be made by United States mail or messenger or reputable overnight service directed to the undersigned at the address set forth herein and that service so made shall be deemed to be completed upon the earlier of actual receipt, delivery or three (3) calendar days after the same shall have been sent to the undersigned.

11. RIGHT TO JURY TRIAL WAIVED. THE UNDERSIGNED AND BANK WAIVE ALL RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED AND BANK ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO EACH TO ENTER INTO THIS FINANCING RELATIONSHIP, THE FINANCING LOAN DOCUMENTS AND ANY FUTURE TRANSACTIONS. THE UNDERSIGNED AND BANK ACKNOWLEDGE EACH HAS BEEN REPRESENTED BY THEIR RESPECTIVE LEGAL

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COUNSEL OR HAS HAD THE OPPORTUNITY TO DO SO IN MAKING THIS WAIVER AND EXECUTING THE FINANCING LOAN DOCUMENTS.

12. PRESENTMENT; DEMAND; NOTICE; SET-OFF. The undersigned hereby waives presentment, demand, notice of dishonor, protest and all other notices whatsoever. The undersigned hereby waives any and all claims, rights (including rights of set-off) and defenses against the Bank.

13. SEVERABILITY. If any court of competent jurisdiction determines any provision of this Note to be prohibited or invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability without prohibiting, invalidating and rendering unenforceable the remainder of the provisions of this Note. The Bank reserves the right to waive or refrain from waiving any right or remedy under this Note.

14. DEFINITIONS Any capitalized terms used in this Note, which are not otherwise defined herein, shall have the same meanings herein as are defined in the Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated of even date herewith, and executed by any undersigned or other appropriate person in favor of the Bank. The terms below are defined as follows:

- 14.1 "Financing Loan Documents"** includes this Note, the Mortgage, Assignment of Rents, Security Agreement and Financing Statements; and Collateral Assignment of Beneficial Interest in Land Trust (in the case that a Land Trustee holds title to the Real Estate), (defined below); and all other agreements, documents and instruments, including without limitation, all pledges, guaranties, subordinations of debt and priority of liens and security interests, consents, assignments, contracts, notices, financing statements, leases and all other written matter whether heretofore, now or hereafter executed by or on or in behalf of the undersigned and delivered to the Bank in connection with the Liabilities, together with all amendments, modifications, extensions, renewals and substitutions thereof and thereto and all agreements and documents referred to therein and contemplated thereby.
- 14.2 "Liabilities"** means, but for the commencement of any proceedings after the filing for bankruptcy or reorganization under the Bankruptcy Code, as amended from time to time, any liabilities, indebtedness and obligations, including without limitation interest accruing thereon under any of the other Financing Loan Documents, of every kind and nature of the undersigned due or owing to the Bank whether heretofore, now or hereafter due or owing, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising through discount, overdraft, purchase, direct loan, by operation of law, or otherwise, together with all reasonable attorneys', prologals' experts', opinion witnesses' and other professionals' fees and costs and expenses whatsoever relating to or arising from any legal or administrative proceedings including without limitation any post-judgment proceedings, appeals, or any matters relating to bankruptcy, reorganization, insolvency, compositions or assignments for benefit of creditors (and the cost to the Bank of using internal counsel, if applicable) or relating to protecting and enforcing or attempting to enforce the Bank's rights, remedies and security interests under this Note and under any other Financing Loan Documents, and advising the Bank, drafting and negotiating any documents for the Bank at any time in connection with the Liabilities. Liabilities includes all of the liabilities, obligations and indebtedness of any partnership owing now or in the future to the Bank by the partnership, while the undersigned or any Guarantor may have been or may be a member of such partnership.
- 14.3 "Mortgage"** means the mortgage agreement dated of even date herewith, executed by the undersigned in favor of the Bank, securing the Liabilities.
- 14.4 "undersigned"** means each maker signing this Note and the word "undersigned" in the singular form shall include the plural form, unless otherwise designated. Each undersigned shall be jointly and severally obligated hereunder.

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14.5 "Indemnification Agreement" means the Environmental and Americans with Disabilities Act Indemnification Agreement dated of even date herewith, in favor of the Bank.

15. **DELAYED WAIVER.** No delay or omission on the part of the Bank in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Note, other Financing Loan Documents or other writings relating thereto.

16. **COURSE OF CONDUCT.** A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

17. **WRITTEN WAIVER AND ENTIRE AGREEMENT.** No waiver shall be deemed to have been made, unless such waiver is in writing specifying the specific matter waived and signed by an authorized officer of the Bank. This Note and other Financing Loan Documents executed and delivered to the Bank pursuant hereto constitute the entire agreement between the Bank and the undersigned.

18. **BINDING ON SUCCESSORS AND ASSIGNS.** This Note shall be binding upon the undersigned and upon the undersigned's heirs, estates, legal representatives, successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns.

19. **TRUSTEE EXCULPATION.** If the undersigned is a land trustee, then this Note is executed by the undersigned trustee, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment and performance of the Liabilities, and through enforcement of the provisions of this Note and any other Collateral or guarantee from time to time securing payment of the Liabilities; no personal liability shall be asserted or be enforceable against the trustee, because or in respect of this Note or the making, issue or transfer hereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

THIS COMMERCIAL MORTGAGE INSTALLMENT NOTE IS THE NOTE REFERRED TO IN AND SECURED BY THE MORTGAGE.

THE UNDERSIGNED ACKNOWLEDGES AND AFFIRMS THAT THE UNDERSIGNED HAS REVIEWED AND UNDERSTANDS THE TERMS AND PROVISIONS OF THIS NOTE AND HAS OBTAINED OR HAS HAD THE OPPORTUNITY TO OBTAIN ADVICE FROM THE UNDERSIGNED'S LEGAL COUNSEL.

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SIGNED AND DELIVERED IN BURR RIDGE, ILLINOIS, BY THE UNDERSIGNED AS OF THIS 29TH DAY OF MAY, 2008.

Address:
504 S. Clifton
Park Ridge, IL 60068

MARDOC DEVELOPMENT, L.L.C.,
an Illinois limited liability company

By: [Signature]
Cristov Dosev
Its: Manager

The Maria Dosev Trust w/a/d September 8, 2004,
created by Maria Dosev as Grantor

By: [Signature]
Maria Dosev, Trustee

The Dosev GST Family Trust of the Dosi Dosev Trust
w/a/d September 8, 2004

By: [Signature]
Maria Dosev, Trustee

The Dosev GST Marital Trust of the Dosi Dosev Trust
w/a/d September 8, 2004

By: [Signature]
Maria Dosev, Trustee

The Cristov Dosev Trust w/a/d April 20, 2004,
created by Cristov Dosev as Grantor

By: [Signature]
Cristov Dosev, Trustee

STATE OF Illinois)
COUNTY OF Wake) ss.

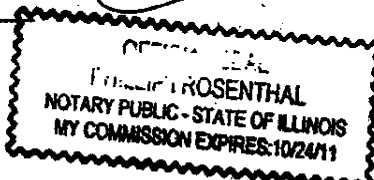
COPY
SIGNATURE ON THIS DOCUMENT
ARE FACSIMILE OR OTHER
PHOTOGRAPHIC REPRODUCTION

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Cristov Dosev, personally known to me to be the same person whose name is as Manager, of MARDOC DEVELOPMENT, L.L.C., an Illinois limited liability company subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his 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 29 day of May, 2008.

[Signature]
Notary Public

My Commission Expires: 6/11/11



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STATE OF Illinois)
COUNTY OF Lake) ss.

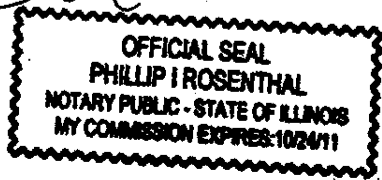
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Maria Dosev, as trustee of The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, and The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004, 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 to me that she signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of July, 2008.

My Commission Expires: 6/24/11

Notary Public
[Signature]

STATE OF Illinois)
COUNTY OF Lake) ss.

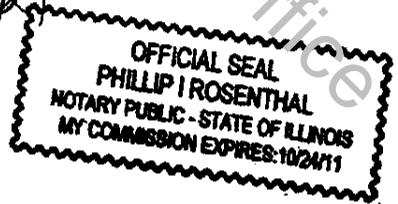


I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Cristov Dosev, as trustee of The Cristov Dosev Trust u/a/d April 20, 2004, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of July, 2008.

My Commission Expires: 6/24/11

Notary Public
[Signature]



COPY

SIGNATURE ON THIS DOCUMENT ARE FACSIMILE OR OTHER PHOTOGRAPHIC REPRODUCTION

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TCF NATIONAL BANK THIRD NOTE MODIFICATION AGREEMENT

Loan #37464

This Third Modification to Commercial Mortgage Installment Note is dated as of May 29, 2008 and is made between Chicago Title Land Trust Company, as Trustee and not personally, under a Trust Agreement dated February 13, 1995 and known as Trust Number 1100706, whose address is 171 North Clark Street, Chicago, Illinois 60601 and Mardoc Properties, L.P., a Delaware Limited Partnership, whose address is 504 S. Clifton, Park Ridge, IL 60068 as ("Borrowers") and TCF National Bank, a national banking association ("Bank") with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527.

UNDERSTANDINGS

1. The Borrower has jointly and severally executed a Promissory Note dated February 20, 2001 made payable to the Bank in the original amount of Three Million One Hundred Fifty Thousand and 00/100 Dollars (\$3,150,000.00) ("Note").
2. The Note was amended by a First Modification Agreement to Promissory Note dated October 3, 2002 ("First Amendment"), and amended again by a Second Modification Agreement dated May 10, 2004. ("Second Amendment").
3. The principal balance of the Note is due and payable on May 10, 2009. As of this date hereof, the outstanding principal balance due is Two Million Seven Hundred Sixty-three Thousand Five Hundred Ninety and 14/100 Dollars (\$2,763,590.14).
4. The Borrower wishes to amend the terms of the Note, and the Bank is willing to do so.

NOW, THEREFORE, in consideration of the Understandings as set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Bank agree as follows:

A. That Section number 4, captioned DEFAULT on page two (2) and continued on page three (3) of the Note is hereby deleted in its entirety, and the following is substituted in its place:

4. **DEFAULT.** A Default is the occurrence or existence of any one or more of the following events, conditions, acts or omissions:

- (i) the undersigned fails or neglects to make timely payment of any amount due hereunder and continuance of such Default for a period of ten (10) days;
- (ii) the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor fails or neglects to make any timely payment of any amount due under any other note, instrument, document or agreement which, after notice or the lapse of any applicable grace or cure period, shall cause or permit the holder thereof to cause the obligations of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor to become due prior to maturity;

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- (iii) the undersigned or any Guarantor fails or neglects to comply with or to perform in accordance with any non-monetary representation, warranty, covenant, condition or other provision contained hereunder and continuance of such Default for a period of thirty (30) calendar days after Bank sends written notice to the undersigned of a Default hereunder;
- (iv) the undersigned or any Guarantor fails to make any timely payment of any other Liabilities when due hereunder or under any of the other Financing Loan Documents and continuance of such Default for a period of ten (10) calendar days;
- (v) any statement, application or agreement furnished at any time or from time to time to the Bank by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor is false or incorrect in any material respect in light of the circumstances under which it was made;
- (vi) the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor fails to furnish the Bank with additional or periodic financial statements or true and complete copies of the filed federal and state income tax returns, and any amendments thereto, of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor as the Bank may request from time to time;
- (vii) the insolvency of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor or the inability of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor to pay their respective debts as they mature;
- (viii) any admissions, either verbal or written, by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor of the inability to pay their respective debts as they mature;
- (ix) the execution of an assignment for the benefit of creditors by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor or any undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d

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September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor files or commences any proceedings for relief under the Bankruptcy Code, as may be amended from time to time, or other insolvency laws or any laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or a receivership or a trusteeship;

- (x) there shall be any proceedings filed or commenced against the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor for relief under the Bankruptcy Code, as may be amended from time to time, or insolvency laws or any other laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or a receivership or a trusteeship filed or commenced against any of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor and the continuance of any such Default for more than sixty (60) calendar days thereafter;
- (xi) any judgment, attachment, lien, forfeiture, execution or levy against the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor, or against any property including any Collateral of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor, in any amount which is not promptly paid, discharged, released, bonded, stayed on appeal or otherwise fully satisfied and continuance of such Default for a period of forty-five (45) days;
- (xii) a garnishment summons or a writ of attachment is issued against or served upon the Bank for the attachment of any property of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor in the Bank's possession or any indebtedness owing to the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004, and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor;
- (xiii) the death or incompetency of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor;

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- (xiv) the failure of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004, or any Guarantor to pledge or grant or cause to be pledged or granted to the Bank a continuing security interest in the Collateral, or to furnish immediately additional and satisfactory Collateral upon written request from the Bank when the Bank, in its sole discretion exercised in good faith, shall deem itself insecure for any reason whatsoever and continuance of such a Default for a period of thirty (30) calendar days after the Bank sends such written request to the undersigned or Guarantor;
- (xv) any change of control in, sale of, the cessation of business, dissolution or termination of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 or any Guarantor whether by voluntary or involuntary action;
- (xvi) any other events or circumstances which cause the Bank, in its sole discretion exercised in good faith, to deem itself insecure for any reason whatsoever, including without limitation any adverse change in the financial condition or operations of the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004 any Guarantor, the Premises or in the Collateral;
- (xvii) the commencement of foreclosure proceedings or their judicial equivalent with respect to any lien or other mortgage encumbering the Premises regardless of whether or not that lien or mortgage is a Permitted Lien; or
- (xviii) any "Default", which continues after notice or lapse of any applicable grace or cure period, under any of the other Financing Loan Documents, or in any instrument, documents or agreements entered into by the undersigned, Chalets of Fox River Grove, LLC, Elston Monticello, LLC, Elston Monticello L.P., Mardoc Development, L.L.C., The Maria Dosev Trust u/a/d September 8, 2004, The Dosev GST Family Trust of the Dosi Dosev Trust u/a/d September 8, 2004, The Dosev GST Marital Trust of the Dosi Dosev Trust u/a/d September 8, 2004 and The Cristov Dosev Trust u/a/d April 20, 2004, in connection with any loans or financial transactions by or with the Bank.

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B. In all other respects, the Note shall remain unchanged and in full force and effect.

SIGNED AND DELIVERED IN Burr Ridge, Illinois by the parties hereto as of the day and year written above.

BORROWER(S):

CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE AND NOT PERSONALLY, UNDER
A TRUST AGREEMENT DATED FEBRUARY 13, 1995
AND KNOWN AS TRUST NUMBER 1100706

By: [Signature]
Its: [Signature]

By: [Signature]
Its: Allegation not required pursuant to corporate by-laws.

MARDOC PROPERTIES, L.P.,
a Delaware Limited Partnership

By: [Signature]
Cristov Dosev
Its: Managing General Partner

BANK:

TCF NATIONAL BANK

By: [Signature]
Its: Vice President

By: [Signature]
Its: Commercial Closing Officer

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

State of Illinois)

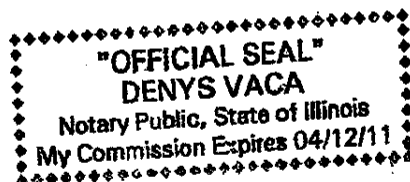
SS.

County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President 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 the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 24th day of July, 2008.

[Signature]
NOTARY PUBLIC



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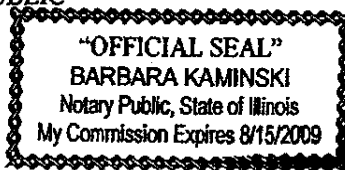
STATE OF ILLINOIS)
COUNTY OF Cook)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Cristov Dosey, personally known to me to be the same person whose name is as Managing General Partner, of Mardoc Properties, L.P., a Delaware Limited Partnership, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of May, 2008.

Barbara Kaminski
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/15/09



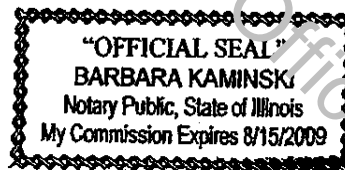
STATE OF ILLINOIS)
COUNTY OF Cook)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Cyndy G. Gatties and Norene A. Medows, as Vice President and Commercial Closing Officer of TCF National Bank, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they being duly authorized signed and delivered said instruments as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of May, 2008.

Barbara Kaminski
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/15/09



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TCF NATIONAL BANK SECOND NOTE MODIFICATION AGREEMENT

Loan #37464

This Second Modification to Commercial Mortgage Installment Note is dated as of May 10, 2004 and is made between Chicago Title Land Trust Company, as Trustee and not personally, under a Trust Agreement dated February 13, 1995 and known as Trust Number 1100706, whose address is 171 North Clark Street, Chicago, Illinois 60601 and Mardoc Properties, L.P., a Delaware Limited Partnership, whose address is 13 South Austin Blvd., Chicago, Illinois 60644 as ("Borrowers") and TCF National Bank, a national banking association ("Bank") with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527.

UNDERSTANDINGS

1. The Borrowers jointly and severally executed a Promissory Note dated February 20, 2001 made payable to the Bank in the original amount of Three Million One Hundred Fifty Thousand and 00/100 Dollars (\$3,150,000.00) ("Note").
2. The Note was amended by a First Modification Agreement to Promissory Note dated October 3, 2002 ("First Amendment"), which amendment among other things reduced the interest rate from 7.60% to 6.75%.
3. The principal balance of the Note is due and payable on May 10, 2006. As of this date hereof, the outstanding principal balance due is Two Million Nine Hundred Ninety Five Thousand Two Hundred Sixty Six and 38/100 Dollars (\$2,995,266.38).
4. The Borrower wishes to amend the terms of the Note, and the Bank is willing to do so.

NOW, THEREFORE, in consideration of the Understandings as set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Bank agree as follows:

A. The Interest Rate (as such term is defined in the Note) is hereby reduced from six and three-quarters percent (6.75%) per annum to six percent (6.00%) per annum as of the date hereof. Pursuant to this Second Amendment, the second paragraph on page one (1) of the Note is hereby deleted in its entirety, and the following is substituted in its place:

"1. INTEREST shall accrue on the unpaid principal balance of this Note from and after May 10, 2004 at the rate of six percent (6.00%) per annum ("Interest Rate"). After the date of any Default (defined below) or maturity, whether by acceleration or otherwise, interest on the principal balance remaining from time to time unpaid shall be at the per annum rate of four percent (4%) in excess of the then current Interest Rate ("Default Rate"). Bank may in its sole discretion adjust the Installment Payments (defined below) to accommodate payment of the Default Rate after a Default is declared in accordance herewith. Interest on this Note shall be computed based on 360 day calendar year for the actual number of days the principal balance is outstanding."

B. That the third paragraph on page one (1) of the Note is hereby deleted in its entirety, and the following is substituted in its place:

"2. PRINCIPAL AND INTEREST PAYMENTS ("Installment Payments") on the Note shall be due and payable in equal monthly installments in the amount of Nineteen Thousand Four Hundred Sixty One and 00/100 Dollars (\$19,461.00), based on a twenty-five (25) year amortized rate, beginning on June 10, 2004 and continuing on the tenth (10th) day of each calendar month thereafter until May 10, 2009 ("Maturity Date"), at which time the entire unpaid balance of principal, accrued and unpaid interest, fees and charges due hereunder shall be due and payable in full. Any Installment Payments made hereunder may be applied by the Bank in its sole discretion to the Liabilities (defined below) in the order of application as the Bank in

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its sole discretion shall elect. The undersigned shall pay to the Bank a late charge in the amount of five percent (5%) of any Installment Payment of interest or principal, or both, or any other payment which shall become ten (10) or more calendar days past due the applicable payment date. If any payment becomes due and payable on a Saturday, Sunday or any other day on which the Bank is closed for business, the due date shall be extended to the next business day."

C. That the fourth paragraph on page one and continued on page two of the Note is hereby deleted in its entirety, and the following is substituted in its place:

"**3. PREPAYMENT.** Any full or partial prepayment of the outstanding principal balance of this Note, whether by acceleration or otherwise, shall be accompanied by payment of all accrued interest, fees and charges hereunder and under any of the other Financing Loan Documents and shall be subject to a prepayment fee, payable at the time such prepayment is made in an amount equal to the principal amount of the prepayment multiplied by the applicable Prepayment Rate set forth next to the Prepayment Period in which such prepayment is made, as follows:

PREPAYMENT PERIOD	PREPAYMENT RATE (%)
<u>May 10, 2004 to Maturity Date</u>	<u>Two percent (2.00%)</u>

If this Note is prepaid directly or indirectly from the proceeds of the sale of the Premises to any person or entity not under control of, and not related to the undersigned or any Guarantor, (defined below) which independence and lack of relationship to the undersigned or any Guarantor shall be verified in writing and signed by the undersigned or any Guarantor in form and substance required by the Bank, the prepayment fee shall be one (1.00%) percent of the principal amount prepaid, in lieu of any other prepayment fee, above, due under this Paragraph 3. The Bank shall have the right to apply any prepayment amount against the Liabilities in the order of application as the Bank in its sole discretion shall elect."

D. That the following paragraph is hereby added to the Note immediately following the above paragraph titled Prepayment and is hereby incorporated and made a part of the Note:

"COVENANTS AND RESTRICTIONS.

This Note is subject to the property commonly known as 505-535 East Gunderson Drive, Carol Stream, Illinois 60188 (the "Real Estate") maintaining a minimum debt service coverage on this Note of 1.10x monitored annually during the term of this Note. The debt service coverage ratio ("DSC"), is determined by dividing the annual total Loan Principal and Interest payments by the sum of the Net Operating Income, plus adding back the interest expense, amortization expense and depreciation expense, which will be calculated from the Primary Real Estate Operating Statement provided annually by the undersigned. "Net Operating Income" shall be defined as an amount equal to the total amount of rental payments due under the unexpired valid leases executed by the individual occupants of the individual rental units in the Real Estate plus other normal and recurring operating income of the Real Estate (which equals Gross Income) less the sum of the vacancy and collection loss expenses, less the sum of the other normal and recurring operating expenses of the real estate, excluding depreciation, amortization and interest."

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E. In all other respects, the Note shall remain unchanged and in full force and effect.

SIGNED AND DELIVERED IN Burr Ridge, Illinois by the parties hereto as of the day and year written above.

BORROWER(S):

CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE AND NOT PERSONALLY, UNDER
A TRUST AGREEMENT DATED FEBRUARY 13, 1995
AND KNOWN AS TRUST NUMBER 1100706

By: [Signature]
Its: ASST. VICE PRESIDENT

By: Attestation not required
Its: pursuant to corporate by-laws.

BANK:

TCF NATIONAL BANK

By: [Signature]
Its: Senior Vice President

By: [Signature]
Its: Commercial Closing Officer

MARDOC PROPERTIES, L.P.,
a Delaware Limited Partnership

By: [Signature]
Cristov Dosev
Its: Managing General Partner

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that CAROLYN PAMPENELLA
ASST. VICE PRESIDENT of Chicago Title Land Trust Company, a corporation of Illinois and _____
_____ of said corporation personally known to me to be the same persons whose names are subscribed to
the foregoing instrument as such ASST. VICE PRESIDENT and _____
_____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the
said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee,
for the uses and purposes therein set forth; and the said _____ did also then and there
acknowledge that he/she, as custodian of the corporate seal of said corporation, affixed the said corporate seal of said
corporation, to said instrument as his own free and voluntary act, and as the free and voluntary act of said
corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of July, 2004.

[Signature]
"OFFICIAL SEAL"
LYNDA S. BARRIE NOTARY PUBLIC
Notary Public, State of Illinois
My Commission Expires 4/27/08

MY COMMISSION EXPIRES _____

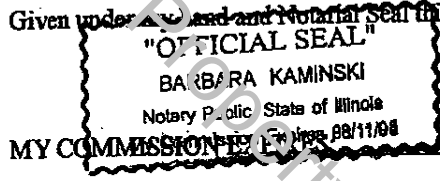
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS)
COUNTY OF Cook)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Cristov Dosev, personally known to me to be the same person whose name is as Managing General Partner, of Mardoc Properties, L.P., a Delaware Limited Partnership, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of JUNE, 2004.



Barbara Kaminski
NOTARY PUBLIC

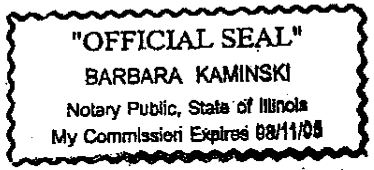
STATE OF ILLINOIS)
COUNTY OF Cook)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jeffrey T. Doering and Norene A. Medows, as Senior Vice President and Commercial Closing Officer of TCF National Bank, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they being duly authorized, signed and delivered said instruments as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of JUNE, 2004.

MY COMMISSION EXPIRES: _____

Barbara Kaminski
NOTARY PUBLIC



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TCF NATIONAL BANK FIRST NOTE MODIFICATION AGREEMENT

This First Modification to Commercial Mortgage Installment Note is dated as of October 3rd, 2002 and is made between Chicago Title Land Trust Company, as Trustee and not personally, under a Trust Agreement dated February 13, 1995 and known as Trust Number 1100706, whose address is 171 North Clark Street, Chicago, Illinois 60601 and Mardoc Properties, L.P., a Delaware Limited Partnership, whose address is 13 South Austin Blvd., Chicago, Illinois 60644 as ("Borrowers") and TCF National Bank, a national banking association ("Bank") with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527.

UNDERSTANDINGS

1. The Borrower has jointly and severally executed a Promissory Note dated February 20, 2001 made payable to the Bank in the original amount of Three Million One Hundred Fifty Thousand and 00/100 Dollars (\$3,150,000.00) ("Note").
2. The principal balance of the Note is due and payable on March 10th, 2006. As of this date hereof, the outstanding principal balance due is Three Million Eighty Nine Thousand One Hundred Ninety Two and 14/100 Dollars (\$3,089,192.14).
3. The Borrower wishes to amend the terms of the Note, and the Bank is willing to do so.

NOW, THEREFORE, in consideration of the Understandings as set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Bank agree as follows:

1. The Interest Rate (as such term is defined in the Note) is hereby reduced from seven and sixty one-hundredths percent (7.60%) per annum to six and three quarters percent (6.75%) per annum as of the date hereof. Pursuant to this First Amendment, the second paragraph on page one (1) of the Note is hereby deleted in its entirety, and the following is substituted in its place:

"INTEREST shall accrue on the unpaid principal balance of this Note from and after September 10th, 2002 at the rate of six and three quarters percent (6.75%) per annum ("Interest Rate"). After the date of any Default (defined below) or maturity, whether by acceleration or otherwise, interest on the principal balance remaining from time to time unpaid shall be at the per annum rate of four percent (4%) in excess of the then current Interest Rate ("Default Rate"). Bank may in its sole discretion adjust the Installment Payments (defined below) to accommodate payment of the Default Rate after a Default is declared in accordance herewith. Interest on this Note shall be computed based on 360 day calendar year for the actual number of days the principal balance is outstanding."

2. Pursuant to the adjustment of the Interest Rate as provided herein, the third paragraph on page one (1) of the Note is hereby deleted in its entirety, and the following is substituted in its place:

"PRINCIPAL AND INTEREST PAYMENTS ("Installment Payments") on the Note shall be due and payable in equal monthly installments in the amount of Twenty Two Thousand Sixty One and 89/100 Dollars (\$22,061.89), based on a twenty-three (23) year and six (6) month amortized rate, beginning on October 10th, 2002 and continuing on the tenth day of each calendar month thereafter until March 10th, 2006 ("Maturity Date"), at which time the entire unpaid balance of principal, accrued and unpaid interest, fees and charges due hereunder shall be due and payable in full. Any Installment Payments made hereunder may be applied by the Bank in its sole discretion to the Liabilities (defined below) in the order of application as the Bank in its sole discretion shall elect. The undersigned shall pay to the Bank a late charge in the amount of five percent (5%) of any Installment Payment of interest or principal, or both, or any other payment which shall become ten (10) or more calendar days past due the applicable payment date. If any payment

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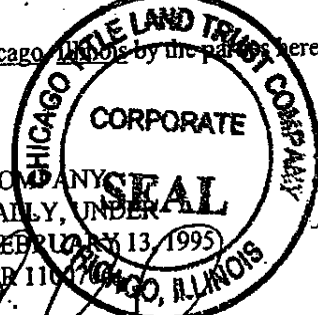
becomes due and payable on a Saturday, Sunday or any other day on which the Bank is closed for business, the due date shall be extended to the next business day."

3. In all other respects, the Note shall remain unchanged and in full force and effect.

SIGNED AND DELIVERED IN Chicago, Illinois by the parties hereto as of the day and year written above.

BORROWER(S):

CHICAGO TITLE LAND TRUST COMPANY, ANY AND ALL AS TRUSTEE AND NOT PERSONALLY, UNDER A TRUST AGREEMENT DATED FEBRUARY 13, 1995 AND KNOWN AS TRUST NUMBER 110 CHICAGO, ILLINOIS



By: [Signature]
Its: ASST VP
By: Attestation not required pursuant to corporate by-laws.
Its:

BANK:

TCF BANK ILLINOIS

By: [Signature]
Its: Senior Vice President
By: [Signature]
Its: Commercial Closing Officer

MARDOC PROPERTIES, L.P.,
a Delaware Limited Partnership

By: [Signature]
Cristov Dosev
Its: Managing General Partner

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF Illinois
COUNTY OF COOK)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Cristov Dosey, personally known to me to be the same person whose name is as Managing General Partner, of Mardoc Properties, L.P., a Delaware Limited Partnership, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of October, 2002,
~~30th day of September, 2002.~~

Yasmin M. Torres
NOTARY PUBLIC
"OFFICIAL SEAL"
YASMIN M. TORRES
Notary Public, State of Illinois
My Commission Expires 02/17/06

MY COMMISSION EXPIRES: _____

STATE OF IL
COUNTY OF COOK)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____
KAREN MICHEL of Chicago Title Land Trust Company, a corporation of Illinois and _____
of said corporation personally known to me to be the same persons whose names are subscribed to
the foregoing instrument as such ASST VP and _____
respectively, appeared before me this day in person and acknowledged that they signed and delivered the
said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee,
for the uses and purposes therein set forth; and the said ASST SEC did also then and there
acknowledge that he/she, as custodian of the corporate seal of said corporation, affixed the said corporate seal of said
corporation, to said instrument as his own free and voluntary act, and as the free and voluntary act of said
corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____

.....
OFFICIAL SEAL
LIDIA MARINCA
Notary Public, State of Illinois
My Commission Expires 4/30/06
.....
MY COMMISSION EXPIRES: _____

OCT 08 2002
Lidia Marinca
NOTARY PUBLIC

STATE OF Illinois
COUNTY OF Cook)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jeffrey T. Doering and Norene A. Medows, as Senior Vice President and Commercial Closing Officer of TCF National Bank, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they being duly authorized, signed and delivered said instruments as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of October, 2002

.....
OFFICIAL SEAL
BARBARA KAMINSKI
Notary Public, State of Illinois
My Commission Expires 08/11/05
.....
MY COMMISSION EXPIRES: 8-11-05

Barbara Kaminski
NOTARY PUBLIC

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**TCF NATIONAL BANK
COMMERCIAL MORTGAGE INSTALLMENT NOTE
FIXED RATE**

NOTE NO.: _____ LOAN AMOUNT: \$3,150,000.00
 MATURITY DATE: March 10, 2006 DATE: February 20, 2001

FOR VALUE RECEIVED, the undersigned, jointly and severally, if more than one, promises to pay to the order to TCF NATIONAL BANK, a national banking association ("Bank"), with an office located at 6337 West 55th Street, Chicago, Illinois 60638, the principal amount of Three Million One Hundred Fifty Thousand and 00/100 Dollars (\$3,150,000.00) plus interest in arrears on the principal balance remaining from time to time unpaid.

1. **INTEREST** shall accrue on the unpaid principal balance of this Note from and after the date on which the principal amount described above is advanced to the undersigned by the Bank ("Closing Date") at the rate of seven and sixty one-hundredths (7.60%) per annum ("Interest Rate"). After the date of any Default (defined below) or maturity, whether by acceleration or otherwise, interest on the principal balance remaining from time to time unpaid shall be at the per annum rate of four percent (4%) in excess of the then current Interest Rate ("Default Rate"). The Bank may in its sole discretion adjust the Installment Payments (defined below) to accommodate payment of the Default Rate after a Default is declared in accordance herewith. Interest on this Note shall be computed based on a 360-day calendar year for the actual number of days the principal balance is outstanding.

2. **PRINCIPAL AND INTEREST PAYMENTS.** ("Installment Payments") on this Note shall be due and payable in equal monthly installments of Twenty-three Thousand Four Hundred Eighty-four and 00/100 Dollars (\$23,484.00), based on a twenty-five (25) year amortized rate, beginning on April 10, 2001 and continuing on the tenth (10th) day of each calendar month thereafter until March 10, 2006 ("Maturity Date") at which time the entire unpaid balance of principal, accrued and unpaid interest, fees and charges due hereunder shall be due and payable in full. Any Installment Payments made hereunder may be applied by the Bank in its sole discretion to the Liabilities (defined below) in the order of application as the Bank in its sole discretion shall elect. The undersigned shall pay to the Bank a late charge in the amount of five percent (5%) of any Installment Payment of interest or principal, or both, or any other payment which shall become ten (10) or more calendar days past due the applicable payment date. If any payment becomes due and payable on a Saturday, Sunday or any other day on which the Bank is closed for business, the due date shall be extended to the next business day.

3. **PREPAYMENT.** Any full or partial prepayment of the outstanding principal balance of this Note, whether by acceleration or otherwise, shall be accompanied by payment of all accrued interest, fees and charges hereunder and under any of the other Financing Loan Documents and shall be subject to a prepayment fee, payable at the time such prepayment is made in an amount equal to the principal amount of the prepayment multiplied by the applicable Prepayment Rate set forth next to the Prepayment Period in which such prepayment is made, as follows:

PREPAYMENT PERIOD
Closing Date through March 10, 2006

PREPAYMENT RATE (%)
~~Three-quarters of one percent (3/4%)~~
 One-half of one percent (1/2%)

The prepayment fee shall be due for any prepayment of principal of the Loan in whole or in part whether by acceleration or otherwise. The amount of the Prepayment Fee shall be equal to the applicable Prepayment Rate set forth opposite the Period (above) in which the prepayment is made, multiplied by the principal amount of the prepayment. Any prepayment may be applied by Bank in its sole discretion to the

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indebtedness and obligations of Borrower owing to Bank in such order of application, including in the inverse order of maturities in the Note, as the Bank in its sole discretion shall determine.

4. DEFAULT. Default is the occurrence or existence of any one or more of the following events, conditions, acts or omissions:

- (i) the undersigned fails or neglects to make timely payment of any amount due hereunder and continuance of such Default for a period of ten (10) days;
- (ii) the undersigned or any Guarantor fails or neglects to make any timely payment of any amount due under any other note, instrument, document or agreement which, after notice or the lapse of any applicable grace or cure period, shall cause or permit the holder thereof to cause the obligations of the undersigned or any Guarantor to become due prior to maturity;
- (iii) the undersigned or any Guarantor fails or neglects to comply with or to perform in accordance with any non-monetary representation, warranty, covenant, condition or other provision contained hereunder and continuance of such Default for a period of thirty (30) calendar days after Bank sends written notice to the undersigned of a Default hereunder;
- (iv) the undersigned or any Guarantor fails to make any timely payment of any other Liabilities when due hereunder or under any of the other Financing Loan Documents and continuance of such Default for a period of ten (10) calendar days;
- (v) any statement, application or agreement furnished at any time or from time to time to the bank by the undersigned or any guarantor is false or incorrect in any material respect in light of the circumstances under which it was made;
- (vi) the undersigned or any Guarantor fails to furnish the Bank with additional or periodic financial statements or true and complete copies of the filed federal and state income tax returns, and any amendments thereto, of the undersigned or any Guarantor as the Bank may request from time to time;
- (vii) the insolvency of the undersigned or any Guarantor or the inability of the undersigned or any Guarantor to pay their respective debts as they mature;
- (viii) any admissions, either verbal or written, by the undersigned or any Guarantor of the inability to pay their respective debts as they mature;
- (ix) the execution of an assignment for the benefit of creditors by the undersigned or any Guarantor or any undersigned or any Guarantor files or commences any proceedings for relief under the Bankruptcy Code, as may be amended from time to time, or other insolvency laws or any laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or a receivership or a trusteeship;
- (x) there shall be any proceedings filed or commenced against the undersigned or any Guarantor for relief under the Bankruptcy Code, as may be amended from time to time, or insolvency laws or any other laws relating to the relief of debtors, readjustment of any indebtedness, reorganization, composition, extension of debt, or a receivership or a trusteeship filed or commenced against any of the undersigned or any Guarantor and the continuance of any such Default for more than sixty (60) calendar days thereafter;
- (xi) any judgement, attachment, lien, forfeiture, execution or levy against the undersigned or any Guarantor, or against any property including any Collateral of the undersigned or any Guarantor, in any amount which is not promptly paid, discharged, released, bonded,

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stayed on appeal or otherwise fully satisfied and continuance of such Default for a period of forty-five (45) days;

- (xii) garnishment summons or a writ of attachment is issued against or served upon the Bank for the attachment of any property of the undersigned or any Guarantor in the Bank's possession or any indebtedness owing to the undersigned or any Guarantor;
- (xiii) the death or incompetency of the undersigned or any Guarantor;
- (xiv) failure of the undersigned or any Guarantor to pledge or grant or cause to be pledged or granted to the Bank a continuing security interest in the Collateral, or to furnish immediately additional and satisfactory Collateral upon written request from the Bank when the Bank, in its sole discretion exercised in good faith, shall deem itself insecure for any reason whatsoever and continuance of such a Default for a period of thirty (30) calendar days after the Bank sends such written request to the undersigned or Guarantor;
- (xv) the cessation of business, dissolution or termination of the undersigned or any Guarantor whether by voluntary or involuntary action;
- (xvi) any and all other events or circumstances which cause the Bank, in its sole discretion exercised in good faith, to deem itself insecure for any reason whatsoever, including without limitation any adverse change in the financial condition or operations of the undersigned, any Guarantor, the Premises or in the Collateral;
- (xvii) the commencement of foreclosure proceedings or their judicial equivalent with respect to any lien or other mortgage encumbering the Premises regardless of whether or not that lien or mortgage is a Permitted Lien; or
- (xviii) any "Default", which continues after notice or lapse of any applicable grace or cure period, under any of the other Financing Loan Documents.

5. **RIGHTS ON DEFAULT.** Upon and after any Default, the Bank shall have all the rights and remedies of a secured party under any applicable laws, including without limitation the Uniform Commercial Code of Illinois, as amended from time to time, this Note and any other documents and agreements relating to the Liabilities or the Collateral, all of which rights and remedies shall be cumulative and none exclusive. Further, the Bank may: (i) in its sole discretion declare any or all of the Liabilities to be immediately due and payable without notice or demand to the undersigned or any other person; (ii) demand, sue for, collect, or make any compromise, renewal, extension, settlement, release, exchange or take any other action to protect its interests with respect to any of the Liabilities or the Collateral; (iii) without demand or notice, demand and notice being specifically waived by the undersigned, enter any of the premises of the undersigned without the obligation to pay rent and remove any of the Collateral, and may require the undersigned, at the expense of the undersigned, to assemble any of the Collateral and make the Collateral available at such times or places as the Bank shall determine; and (iv) at any time dishonor any checks and drafts drawn by the undersigned on the Bank. The undersigned hereby agrees that, in order for the Bank to enter the premises where the Collateral is believed by the Bank to be located, the Bank is irrevocably authorized to disconnect or disable in any manner any security devices or other similar devices.

6. **RIGHT OF SETOFF.** After a Default and regardless of any applicable grace or cure period, the Bank may, without demand or notice to anyone, set-off or appropriate and apply toward the payment of any of the Liabilities, whether matured or unmatured, and in such order of application as the Bank may from time to time elect, any cash, credits, deposits, accounts, securities, dividends, distributions, instruments, documents, moneys or any other property of the undersigned, whether matured or unmatured, in the possession, custody or control of the Bank for any purpose.

7. **PAYMENTS OF LEGAL FEES AND COSTS.** In connection with the collection of this Note and in the enforcement or attempted enforcement of the Bank's rights and remedies hereunder and under any of

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the other Financing Loan Documents, the undersigned shall pay all costs and expenses of the Bank, including all reasonable attorneys' and paralegals' fees, experts and opinion witnesses and other professional fees, and all other costs relating to or arising from any legal proceedings including without limitation any post-judgment proceedings, appeals or any matters relating to bankruptcy, reorganization, insolvency, compositions or assignment for benefit of creditors (including any costs to the Bank of using internal counsel), replevin bonds, court costs, or for advising the Bank, negotiating or drafting of the Financing Loan Documents for the Bank, at any time and from time to time, in connection with any of the Liabilities or Collateral.

8. **JURISDICTION; ILLINOIS LAW.** The Undersigned Acknowledges That This Note Is Being Accepted By The Bank In Partial Consideration Of The Bank's Right To Enforce In The State Of Illinois And The County Of DuPage. The Terms And Provisions Hereunder And Under Any Other Financing Loan Documents; The Undersigned Consents To Jurisdiction In, And Construction Of This Note And Any Other Financing Loan Documents Under The Internal Laws Of The State Of Illinois, Excluding Its Conflicts Of Law Principles And Venue In The County Of DuPage or Such Purposes; The Undersigned Waives Any And All Rights To Contest Jurisdiction And Venue Of The State Of Illinois And County Of DuPage Over The Undersigned For The Purpose Of Enforcing This Note And Any Other Financing Loan Documents; And The Undersigned Waives Any And All Rights To Commence Any Action, Whether By Complaint, Countercomplaint Or Cross-complaint Or Counter-claim With Respect To The Liabilities, Against The Bank In Any Jurisdiction Other Than In The State Of Illinois And In The County Of DuPage.

9. **WAIVER OF SERVICE.** The undersigned waives personal service of any and all process upon the undersigned, and consents that all such service of process be made by u.s. mail or messenger or reputable overnight service directed to the undersigned at the address set forth herein and that service so made shall be deemed to be completed upon the earlier of actual receipt, delivery or three (3) calendar days after the same shall have been sent to the undersigned.

10. **RIGHT TO JURY TRIAL WAIVED.** THE UNDERSIGNED AND BANK WAIVE ALL RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED AND BANK ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO EACH TO ENTER INTO THIS FINANCING RELATIONSHIP, THE FINANCING LOAN DOCUMENTS AND ANY FUTURE TRANSACTIONS. THE UNDERSIGNED AND BANK ACKNOWLEDGE EACH HAS BEEN REPRESENTED BY THEIR RESPECTIVE LEGAL COUNSEL OR HAS HAD THE OPPORTUNITY TO DO SO IN MAKING THIS WAIVER AND EXECUTING THE FINANCING LOAN DOCUMENTS.

11. **PRESENTMENT; DEMAND; NOTICE; SET-OFF.** The undersigned hereby waives presentment, demand, notice of dishonor, protest and all other notices whatsoever. The undersigned hereby waives any and all claims, rights (including rights of set-off) and defenses against the Bank.

12. **SEVERABILITY.** If any court of competent jurisdiction determines any provision of this Note to be prohibited or invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability without prohibiting, invalidating and rendering unenforceable the remainder of the provisions of this Note. The Bank reserves the right to waive or refrain from waiving any right or remedy under this Note.

13. **DEFINITIONS.** Any capitalized terms used in this Note, which are not otherwise defined herein, shall have the same meanings herein as are defined in the Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated February 20, 2001, and executed by any undersigned or other appropriate person in favor of the Bank. The terms below are defined as follows:

- 13.1 "Financing Loan Documents" includes this Note, the Mortgage, Assignment of Rents, Security Agreement and Financing Statements; and Collateral Assignment of Beneficial Interest in Land Trust (in the case that a Land Trustee holds title to the Real Estate), (defined below); and all other agreements, documents and instruments, including without

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limitation, all pledges, guaranties, subordinations of debt and priority of liens and security interests, consents, assignments, contracts, notices, financing statements, leases and all other written matter whether heretofore, now or hereafter executed by or on or in behalf of the undersigned and delivered to the Bank in connection with the Liabilities, together with all amendments, modifications, extensions, renewals and substitutions thereof and thereto and all agreements and documents referred to therein and contemplated thereby.

- 13.2 "Liabilities" means, but for the commencement of any proceedings after the filing for bankruptcy or reorganization under the Bankruptcy Code, as amended from time to time, any liabilities, indebtedness and obligations, including without limitation interest accruing thereon under any of the other Financing Loan Documents, of every kind and nature of the undersigned due or owing to the Bank whether heretofore, now or hereafter due or owing, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising through discount, overdraft, purchase, direct loan, by operation of law, or otherwise, together with all reasonable attorneys', paralegals' experts', opinion witnesses' and other professionals' fees and costs and expenses whatsoever relating to or arising from any legal or administrative proceedings including without limitation any post-judgment proceedings, appeals, or any matters relating to bankruptcy, reorganization, insolvency, composition or assignments for benefit of creditors (and the cost to the Bank of using internal counsel, if applicable) or relating to protecting and enforcing or attempting to enforce the Bank's rights, remedies and security interests under this Note and under any other Financing Loan Documents, and advising the Bank, drafting and negotiating any documents for the Bank at any time in connection with the Liabilities. Liabilities includes all of the liabilities, obligations and indebtedness of any partnership owing now or in the future to the Bank by the partnership, while the undersigned or any Guarantor may have been or may be a member of such partnership.
- 13.3 "Mortgage" means the mortgage agreement dated this February 20, 2001, executed by the undersigned in favor of the Bank, securing the Liabilities.
- 13.4 "undersigned" means each maker signing this Note and the word "undersigned" in the singular form shall include the plural form, unless otherwise designated. Each undersigned shall be jointly and severally obligated hereunder.
- 13.5 "Indemnification Agreement" means the Environmental and Americans with Disabilities Act Indemnification Agreement dated February 10, 2001, in favor of the Bank.

14. **DELAYED WAIVER.** No delay or omission on the part of the Bank in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Note, other Financing Loan Documents or other writings relating thereto.

15. **COURSE OF CONDUCT.** A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

16. **WRITTEN WAIVER AND ENTIRE AGREEMENT.** No waiver shall be deemed to have been made, unless such waiver is in writing specifying the specific matter waived and signed by an authorized officer of the Bank. This Note and other Financing Loan Documents executed and delivered to the Bank pursuant hereto constitute the entire agreement between the Bank and the undersigned.

17. **BINDING ON SUCCESSORS AND ASSIGNS.** This Note shall be binding upon the undersigned and upon the undersigned's heirs, estates, legal representatives, successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns.

UNOFFICIAL COPY

18. TRUSTEE EXCULPATION. If the undersigned is a land trustee, then this Note is executed by the undersigned trustee, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment and performance of the Liabilities, and through enforcement of the provisions of this Note and any other Collateral or guarantee from time to time securing payment of the Liabilities; no personal liability shall be asserted or be enforceable against the trustee, because or in respect of this Note or the making, issue or transfer hereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

THIS COMMERCIAL MORTGAGE INSTALLMENT NOTE IS THE NOTE REFERRED TO IN AND SECURED BY THE MORTGAGE.

THE UNDERSIGNED ACKNOWLEDGES AND AFFIRMS THAT THE UNDERSIGNED HAS REVIEWED AND UNDERSTANDS THE TERMS AND PROVISIONS OF THIS NOTE AND HAS OBTAINED OR HAS HAD THE OPPORTUNITY TO OBTAIN ADVICE FROM THE UNDERSIGNED'S LEGAL COUNSEL.

SIGNED AND DELIVERED IN CHICAGO, ILLINOIS, BY THE UNDERSIGNED, AS OF THIS 20TH DAY OF FEBRUARY, 2001.

Address:
171 North Clark Street
Chicago, IL 60601



CHICAGO TITLE LAND TRUST COMPANY
as Trustee, AND NOT PERSONALLY
under a Trust Agreement dated February 13, 1995
and known as Trust No. 1100706

By: *Carolyn Puzell*
Its: Exec. Vice President
By: *Sandra McManis*
Its: ASST. SECRETARY

Address:
13 South Austin Blvd.
Chicago, IL 60644

MARDOC PROPERTIES I, L.P.
a Delaware Limited Partnership

By: *Cristov Dosev*
Its: Managing General Partner

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

