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Prepared by and Mail to: Commercial Loan Dept. Republic Bank of Chicago 2221 Camden Court, Floor 1 Oak Brook, IL 60523 Doc#: 1213748001 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/16/2012 09:12 AM Pg: 1 of 6

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 10th day of April, 2012 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to National Bank of Commerce here mafter called Lender, and WESTERN-GOLF BUILDING, LLC, the Borrower under the Note and CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS TRUSTFE UNDER TRUST AGREEMENT DATED AUGUST 3, 1982 AND KNOWN AS TRUST NUMBER 105143, Owner of the Property, hereinafter, collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of a Note in the amount of \$2,000,000.00 dated September 25, 2006 together vito all renewals, extensions, modifications, refinancings, consolidations and substitutions thereous secured either in whole or in part by a Mortgage and Assignment of Rents recorded as Document Nos. 0629133131 and 0629133132, respectively, covering the real estate described as follows:

(EXCEPT THAT PART TAKEN FOR FIGHWAY) THE EAST 105 FEET OF THE WEST 245 FEET OF THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIPED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH ON SECTION LINE, 8 CHAINS 89 LINKS; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 20 CHAINS 25 LINKS, MORE OR LESS, TO THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼; THENCE SOUTH ON SAID EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼, 8 CHAINS 89 LINKS TO THE SECTION LINE; THENCE WEST ON SECTION LINE, 20 CHAINS 25 LINKS, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8780 West Golf Road, Niles, IL 60714

PIN: 09-11-300-004-0000

FURTHER secured either in whole or in part by a security interest in and to all of the assets of Second Party evidenced by the financing statement filed by the Illinois Secretary of State on October 25, 2006 as Document No. 11470610 and continued on October 20, 2011 as Document No. 09139698.

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity and as otherwise set forth herein;

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NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. As of the date hereof, the amount of the principal indebtedness is One Million Seven Hundred Ninety Eight Thousand Seven Hundred Fifty-Seven and 75/100 DOLLARS (\$1,798,757.75).
- 2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from March 25, 2012 to June 25, 2012.
- This agreement is subject to Second Party paying Lender a loan origination fee of \$250.00, a documentation fee of \$250.00, a flood fee of \$25.00 and March's principal and interest payment in the amount of \$14,265.16

Second P2.13' warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Borrower and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defenses, which it now has or may have or assert. Furthermore, in order to induce Lender to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby rolease, remise and forever discharge Lender of and from any and all setoffs, claims, counterciains, demands, causes, causes of action, suits and/or judgments which it now has or may have against Lender including but not limited to matter arising out of the Note and/or any document, instrument or agreement securing the same or -10/4's Office arising out of any banking relationship existing between the parties

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

LENDER:	SECOND PARTY:
REPUBLIC BANK OF CHICAGO, an Illinois banking corp.	WESTERN-GOLF BUILDING, LLC
By:	Ву:
Michael P. Sperling, Vice President	Elizabeth Klein, M.D., Member
	By: Michael J. Wasserman, M.D., Member
Ô,	Michael S. Wasselman, W.D., Member
	By:Francis Casper, M.D., Member
Ox Coo	GRANTOR: CHICAGO TITLE LAND TRUST COMPANY U/T/A DATED AUGUST 3, 1982, KNOWN AS TRUST NO. 105143 and not personal1
	Asst Vice Preside

Asst Vice President

This instrument is a wanted at the undersigned and Trustee not personally but specify as Trustee in the energiale of the power and authority conformal upon and verted in the as such Trustee. It is expressly understood and agreed to a fail the warranties, indomnities, representations, coverants, under at less and agreements herein made on the part of the Trustee are of deliaken by it solely in its capacity as Trustee and not personally. Note the sonal liability or personal responsibility is assumed by or antid at any time be asserted or enforceable against the Trustee on account of any asserted or enforceable against the Trustee on account of any Warranty, indemnity representation, coverant, undertaking or agreement of the Trustee in this instrument.

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IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

LENDER:

REPUBLIC BANK OF CHICAGO, an Illinois banking corp.

Vice President

SECOND PARTY:

WESTERN-GOLF BUILDING, LLC

Member

VI.

Proposition of Cook Could By:

Authorn.

Cook Softing Office.

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STATE OF ILLINOIS]	
COUNTY OF Engle] ss	
I, <u>THE UNDERSIGNED</u> , a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that <u>MICHAEL P. SPERLING</u> 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, sealed and delivered the said instrument as such officer of said Lender and caused the seal of said Lender to be thereunto affixed as free and voluntary act and as the free and voluntary act and deed of said Lender for the uses and purposes therein set forth.	
Given under my hand and notarial seal this grant day of May 3012. Notary Public	
STATE OF ILLINOIS COUNTY OF LOOK OFFICIAL SEAL DONNA ZALIG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/24/13	
I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that ELIZABETH KLEIN, M.D., 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 signed, sealed and delivered the said instrument as her free and voluntary act, for the uses an inpurposes therein set forth.	
Given upwer my name and monada seal this All lay of April , 2013 LOUISE E GABRIEL NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02/21/13 Notary Public	
STATE OF ILLINOIS State of Illinois State	
I,THE UNDERSIGNED, a Notary Public in and for the said County 17, tile State aforesaid, DO HEREBY CERTIFY thatMICHAEL J. WASSERMAN, M.D, 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 thathe signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.	
Given under my hand and notarial seal this 10th day of 4pril, 2012	
OFFICIAL SEAL LOUISE E GABRIEL NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES:02/21/13	

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STATE OF ILLINOIS]
] ss COUNTY OF]
I, THE UNDERSIGNED, a Notary Public in and for the said County in the State
aforesaid, DO HEREBY CERTIFY that FRANCIS CASPER, M.D., 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, sealed and delivered the said
instrument as his free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 10th day of April ,2012
OFFICIAL SEAL LOUISE E GABRIEL NOTARY PUBLIC - STATE OF ILLINOIS NOTARY PUBLIC - STATE OF ILLINOIS NOTARY Public Notary Public
STATE OF ILLINOIS]
COUNTY OF Cook ss
I, THE UNDERSIGNED, a Notar Public in and for the said County in the State
aforesaid, DO HEREBY CERTIFY that Nancy Carlin, Authorized Signer
aforesaid, DO HEREBY CERTIFY that Nancy - Carlin , Authorized Signer for CHICAGO TITLE LAND TRUST COMPANY U/ f'A DATED AUGUST 3, 1982, KNOWN
AS TRUST NO. 105143, personally known to me to be the same person whose name is subscribed
to the foregoing instrument, appeared before me this day in pc son and acknowledged that _he_
signed, sealed and delivered the said instrument as such officer of soid Trust Company and caused
the seal of said Trust Company to be thereunto affixed as fice 2d voluntary act and as the
free and voluntary act and deed of said Trust Company for the uses and ru poses therein set forth.
Given under my hand and notarial seal this 20t day of April, 2012
Theily then
"OFFICIAL SEAL" Notary Public
SHEILA DAVENPORT
Notary Public, State of Illinois
My Commission Expires 11/30/2015