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13000030509 Stewart
THIS DOCUMENT PREPARED
BY
AND AFTER RECORDING
RETURN TO:

Ginsberg Jacobs LLC
300 S. Wacker, Suite 2750
Chicago, Illinois 60606
Attn: Joel V. Sestito, Esq.



Doc#: 1309944071 Fee: \$70.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/09/2013 03:40 PM Pg: 1 of 17

This space reserved

SECOND LOAN MODIFICATION AGREEMENT

This **SECOND LOAN MODIFICATION AGREEMENT** (this "Agreement") is dated as of this 2nd day of April, 2013 with an effective date of March 1, 2013, by and among **CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 3, 1994 AND KNOWN AS TRUST NO. 1099511** ("Trust 1099511"), **PRAIRIE COURT L.L.C.** ("Prairie Court"), an Illinois limited liability company (hereinafter collectively referred to as "Borrower"), **DENNIS O'KEEFE**, an individual ("O'Keefe"), **MARY JO BARRETT**, an individual ("Barrett"); together with O'Keefe, the "Guarantors"), and **RBS CITIZENS, NATIONAL ASSOCIATION**, a national banking association, as successor to Charter One Bank, N.A., f/k/a Charter One Bank, F.S.B., successor by merger to St. Paul Federal Bank For Savings (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, Borrower obtained a loan (the "Original Loan") from St. Paul Federal Bank for Savings in the original amount of One Million Six Hundred Thirty-Two Thousand Dollars (\$1,632,000.00) which loan is evidenced by a promissory note dated August 26, 1994, executed by Borrower, as amended by that certain Amendment to Promissory Note dated July 23, 1999 (collectively, the "Original Note"); and

WHEREAS, the Guarantors executed a Continuing Guaranty dated as of August 26, 1994 which guarantees repayment of the Original Loan, as amended by that certain Amendment to and Reaffirmation of Guaranty dated as of July 23, 1999 (collectively, the "Original Guaranty"); and

WHEREAS, the Original Note is secured by (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, made by Borrower for the benefit of Lender, dated as of August 26, 1994 and recorded August 31, 1994 in the official

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records of the Cook County Recorder's Office as Document No. 94767154, as amended by that certain Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement and Related Agreements, made by Borrower for the benefit of Lender, dated as of July 23, 1999 (collectively, as amended, modified and restated from time to time, the "Original Mortgage") and encumbering certain real property located in Cook County, Illinois as more particularly described in the Original Mortgage and made a part hereof (the "Property"); and (ii) certain other documents securing repayment of the Original Loan (together with the Original Note, the Original Mortgage, and the Original Guaranty, collectively the "Original Loan Documents").

WHEREAS, Borrower has requested, among other matters, that the maturity date of the Original Note be extended to May 30, 2013 ("Maturity Date") and Lender has agreed to such change subject to the conditions precedent, and the due execution and delivery of this Agreement and the due execution and delivery of that certain Amended and Restated Promissory Note in the original principal amount of Eight Hundred Forty Thousand Eight Hundred Ninety-Five and 92/100 Dollars (\$840,895.92) dated as of even date herewith from Borrower payable to the order of Lender (as amended, modified and restated from time to time, the "Note"; together, with this Agreement, the "Loan Modification Documents"). The Note and this Agreement and each of the other documents evidencing or securing the Loan, as each may be modified, amended or restated by the Loan Modification Documents and as may be further amended, restated, supplemented and in effect from time to time are hereinafter referred to collectively as the "Loan Documents."

NOW, THEREFORE, for and in consideration of the recitals set forth and made a part hereof, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation**. The preambles to this Agreement, together the other Loan Documents, are fully incorporated herein by this reference with the same force and effect as though restated herein.
2. **Defined Terms**. To the extent not otherwise defined herein to the contrary, all terms and phrases used in this Agreement shall have the respective meanings ascribed to them in the Original Loan Documents.
3. **No Further Disbursements**. Borrower acknowledges and agrees that Lender shall not be obligated to make any further advances under the Loan.
4. **Defined Terms**. The parties hereby agree that all of the Loan Documents are amended and modified as follows:
 - (a) The term "Note", as used in the Loan Documents, shall mean the Note.
 - (b) The term "Loan Documents", as used in the Loan Documents, shall mean the Loan Documents as amended by this Agreement.

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5. Reaffirmation of Guaranty. Guarantors do hereby consent to (i) the extension of the Maturity Date, (ii) all other modifications to the Loan Documents as set forth in this Agreement, and (iii) the execution and delivery by Borrower of this Agreement, the Amended and Restated Promissory Note, and any other documents or instruments required or requested by Lender. Borrower and Guarantors hereby agree that all of the guarantees, terms, covenants, conditions, representations and warranties as set forth in the Guaranty are in full force and effect, and except as specifically set forth herein, are not amended or modified by the terms of this Agreement, and Guarantors hereby affirm and confirm their obligations, guarantees and liabilities under the Guaranty and the other Loan Documents, each as amended by this Agreement.

6. Conditions. This Agreement shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of Lender:

(a) This Agreement shall have been duly executed and delivered by the respective parties hereto.

(b) The Loan Modification Documents shall have been duly executed and delivered by the respective parties hereto.

(c) Borrower shall have delivered to Lender an endorsement to Lender's existing title policy in connection with the recording of this Agreement, in form and substance acceptable to Lender in its sole discretion.

(d) Borrower shall have paid all costs and expenses of Lender, including, without limitation, the costs and expenses of the endorsement to Lender's title policy, and reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Agreement and the other documents delivered in connection herewith.

(e) Prairie Court shall have delivered to Lender certified copies of the Prairie Court's operating agreement and a resolution authorizing Prairie Court to enter into this Agreement and the execution of the Loan Documents by Prairie Court.

(f) Borrower shall have delivered to Lender copies of the 2012 tax returns of each Guarantor.

(g) Borrower shall have delivered to Lender personal financial statements completed and executed by each Guarantor in form and substance satisfactory to Lender.

(h) Borrower shall have delivered to Lender a rent roll showing all tenants at the Property.

(i) Borrower shall have delivered to Lender (i) a copy of the insurance policy covering the Property (including ACORD Form 28), (ii) a copy of the mortgagee clause from such insurance policy, and (iii) evidence of liability insurance with respect to the Property, each in form and substance satisfactory to Lender.

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The parties agree that this Agreement will not be binding upon or enforceable against Lender until such time as each of the conditions precedent set forth above have been satisfied in Lender's sole and absolute determination, and then only after Borrower and Guarantors have fully complied with all of the other terms and conditions set forth in this Agreement.

7. Representations and Warranties. Borrower and Guarantors hereby represent, warrant and covenant with Lender that:

(a) The Loan Documents are in full force and effect and have not been modified, amended or changed, except as expressly provided in this Agreement.

(b) As of the date hereof, there are no charges, liens, claims, defenses or setoffs in favor of Borrower or Guarantors under any of the Loan Documents, including, without limitation, any charges, liens, claims, defenses or setoffs under or against the validity or enforceability of any of the Loan Documents in accordance with their respective terms.

(c) All of the representations, warranties and covenants of Borrower and Guarantors set forth in the Loan Documents, as any of such Loan Documents may have been modified by this Agreement, are complete and correct as of the date hereof.

(d) As of the date hereof, there has been no Event of Default and there are no state of facts that, with the giving of notice or the passage of time, or both, could become an Event of Default on the part of Borrower or Guarantors under any of the Loan Documents.

8. Lien Status. None of this Agreement, nor any other documents or instruments delivered in connection herewith, constitutes the creation of a new debt or the extinguishment of the debt evidenced by the Note, nor will they in any way affect or impair the lien of the Mortgage or the other Loan Documents, which Borrower hereby acknowledges to be a valid and existing first priority lien on the Property and any other collateral described therein. Borrower agrees that the lien of the Mortgage continues to be in full force and effect, unaffected and unimpaired by this Agreement, and that said lien shall so continue as a first priority lien until the debt secured by the Loan Documents is fully discharged.

9. Notices. With respect to the parties, all notice provisions are hereby updated as follows:

Notice to Lender:

RBS Citizens, National Association
71 South Wacker Drive
Chicago, Illinois 60606
Attention: Jennifer Breheny – Vice President
Telephone: (312) 777-3590
Facsimile: (312) 777-3691
Email: jennifer.breheny@rbscitizens.com

With a copy to: Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750

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Chicago, Illinois 60606
 Attention: Joel V. Sestito, Esq.
 Telephone: (312) 660-2201
 Facsimile: (312) 660-9612
 E-mail: jsestito@ginsbergjacobs.com

Notice to Borrower: Dennis J. O'Keefe & Mary Jo Barrett
 540 Florence
 Evanston, Illinois 60201
 Attention: Mr. Dennis J. O'Keefe
 Telephone: (847) 528-222
 Facsimile: (847) 676-4450 Attention: Mr. Dennis O'Keefe
 E-mail: djok540@gmail.com

With a copy to: Barry Yavitz
 855 West Oakdale Avenue
 Chicago, Illinois 60603
 Telephone: (773) 935-5713
 Facsimile: (888) 505-9376
 E-mail: byavitz@att.net

10. No Novation. Nothing contained in this Agreement is intended to effectuate, nor shall this Agreement be construed to effectuate, a novation or an accord and satisfaction of any of the indebtedness outstanding under or secured by the Loan Documents.

11. Further Assurances. Borrower hereby agrees to execute and deliver within a reasonable time to Lender, at Lender's request, such other documents as Lender deems necessary or appropriate to evidence the transaction contemplated herein and/or to perfect or otherwise secure Lender's interest in the Property.

12. Expenses. All reasonable expenses incurred by Lender, Borrower and Guarantors incident to the transactions contemplated herein, including, without limitation, all title charges, recording and filing fees, reasonable legal and other expenses, shall be borne and paid by Borrower.

13. Full Force and Effect. Except as expressly modified and amended hereby, the Note, the Mortgage, the Guaranty and the other Loan Documents shall continue in full force and effect and, as thus modified and amended, are hereby ratified, confirmed and approved. In the event of any conflict between the terms in this Agreement and the other Loan Documents, the terms of this Agreement shall control.

14. Binding Effect. This Agreement applies to, inures to the benefit of and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns.

15. Governing Law. This Agreement shall be governed by and construed in accordance with, the laws of the State of Illinois.

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16. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed copies of this Agreement and all other Loan Documents maintained by Lender shall be deemed to be originals thereof.

17. Waiver. Borrower and Guarantors acknowledge, confirm and agree that none of them have any offsets, defenses, claims or counterclaims against Lender with respect to any of their liabilities and obligations to Lender under the Loan Documents, and to the extent that any Borrower or Guarantors, has any such claims under the Loan Documents, Borrower and the Guarantors affirmatively WAIVE and RENOUNCE such claims as of the date hereof.

18. CONSENT TO JURISDICTION; WAIVERS. BORROWER, GUARANTORS AND LENDER EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO PERSONAL JURISDICTION IN THE COUNTY OF COOK, STATE OF ILLINOIS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, AND (B) WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE (I) TO THE RIGHT, IF ANY, TO TRIAL BY JURY, (II) TO OBJECT TO JURISDICTION WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS OR VENUE IN ANY PARTICULAR FORUM WITHIN THE STATE OF ILLINOIS, AND (III) THE RIGHT, IF ANY, TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN ACTUAL DAMAGES. BORROWER, GUARANTORS AND LENDER EACH AGREES THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED DIRECTED TO BORROWER, GUARANTORS OR LENDER AT THEIR RESPECTIVE ADDRESSES SET FORTH IN THE LOAN DOCUMENTS, AND SERVICE SO MADE SHALL BE COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL BE SO MAILED. NOTHING CONTAINED HEREIN, HOWEVER, SHALL PREVENT LENDER FROM BRINGING SUIT, ACTION OR PROCEEDING OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY AND AGAINST BORROWER OR GUARANTORS IN RESPECT OF, AND AGAINST, ANY PROPERTY OR BORROWER OR GUARANTORS, WITHIN ANY OTHER STATE. INITIATING SUCH SUIT, ACTION OR PROCEEDING OR TAKING SUCH ACTION IN ANY STATE SHALL IN NO EVENT CONSTITUTE A WAIVER OF THE AGREEMENT CONTAINED HEREIN THAT THE LAWS OF THE STATE OF ILLINOIS SHALL GOVERN THE RIGHTS AND OBLIGATIONS OF BORROWER, GUARANTORS AND LENDER HEREUNDER OR OF THE SUBMISSION HEREIN MADE BY BORROWER AND GUARANTORS TO PERSONAL JURISDICTION WITHIN THE STATE OF ILLINOIS.

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19. Final Agreement. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Borrower has caused these presents to be executed the day and year first above written.

BORROWER:

**CHICAGO TITLE LAND TRUST COMPANY,
AS SUCCESSOR TO CHICAGO TITLE AND
TRUST COMPANY OF CHICAGO, NOT
PERSONALLY BUT AS TRUSTEE UNDER
TRUST AGREEMENT DATED AUGUST 3,
1994 AND KNOWN AS TRUST NO. 1099511**

By: *[Signature]*
Name: DAREN M. FREN
Its: Trust Officer

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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TRUSTEE'S EXCULPATION

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 CHICAGO TITLE LAND TRUST COMPANY, 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.

CORPORATE ACKNOWLEDGMENT

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 the above named KAREN M. FINN, Assistant Vice President/Trust Officer 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 Asst. Vice President/Trust Officer, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Asst. Vice President/Trust Officer 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 said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this date: April 1, 2013.

Silvia Medina

Notary Public



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IN WITNESS WHEREOF, Borrower has caused these presents to be executed the day and year first above written.

BORROWER:

PRAIRIE COURT L.L.C., an Illinois limited liability company

By: _____

Name: Dennis J. O'Keefe

Its: Manager

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 1st day of April, 2013, before me, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis J. O'Keefe, the Manager of PRAIRIE COURT L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of April, 2013.

Linda Carpita
Notary Public



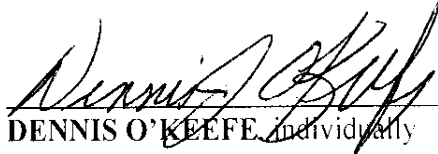
My Commission Expires:

2/26/17

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IN WITNESS WHEREOF, Guarantor has caused these presents to be executed the day and year first above written.

GUARANTOR:


DENNIS O'KEEFE, individually

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Guarantor has caused these presents to be executed the day and year first above written.

GUARANTOR:



MARY JO BARRETT, individually

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 1st day of April, 2013, before me, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis J. O'Keefe, an individual Guarantor, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of April, 2013.



Linda Carpita
Notary Public

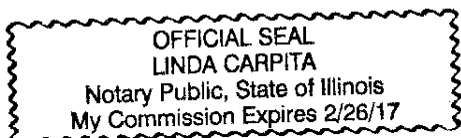
My Commission Expires:

2/26/17

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 1st day of April, 2013, before me, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mary Jo Barrett, an individual Guarantor, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of April, 2013.



Linda Carpita
Notary Public

My Commission Expires:

2/26/17

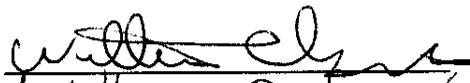
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IN WITNESS WHEREOF, Borrower, Guarantor and Lender have caused these presents to be executed the day and year first above written.

LENDER:

RBS CITIZENS, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: William C Swerkey
Title: Senior Vice President

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

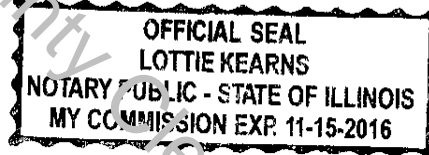
On this 1st day of April, 2013, before me, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that William C. Suenkens, the Senior Vice President of RBS CITIZENS, NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of April, 2013.

Lottie Kearns
 Notary Public

My Commission Expires:

11-15-2016



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Exhibit A

Legal Description

LOT 12 IN BLOCK 18 IN NORTH EVANSTON, A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANG'S QULIMETTE RESERVE, AND ALSO OF LOTS 1 AND 3 AND THAT PART OF LOT 2 LYING BETWEEN THE CHICAGO AND MILWAUKEE RAILROAD AND THE WEST LINE OF LOT 3 PRODUCED, TO THE WEST LINE OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 10-12-103-012-0000

COMMON ADDRESS: 3000-02 Central and 2542-66 Prairie, Evanston, Illinois

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