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This document was prepared by,  
and after recording, return to:

James A. Schraidt, Esq.  
SCOTT & KRAUS, LLC  
150 South Wacker Drive, Suite 2900  
Chicago, IL 60606

Permanent Tax Index Number(s):

See Exhibit A

Property Address(es):

See Exhibit A



Doc#: 1317729030 Fee: \$76.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/26/2013 11:01 AM Pg: 1 of 19

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## SEVENTH OMNIBUS MODIFICATION TO LOAN DOCUMENTS

THIS SEVENTH OMNIBUS MODIFICATION TO LOAN DOCUMENTS (this "Modification") is dated as of March 31, 2013, by and among all of parties listed on Schedule 1 attached hereto and made a part hereof (hereinafter referred to, individually, as a "Borrower" and collectively, as the "Borrowers") whose principal executive offices are located at 8140 River Drive, Morton Grove, Illinois 60053, SHAEL BELLOWES, an individual resident of the State of Illinois ("Guarantor") and JPMORGAN CHASE BANK, N.A., a national banking association, as successor by merger to Bank One, N.A. and American National Bank and Trust Company of Chicago, with a business address of 10 South Dearborn Street, Chicago, Illinois 60603-2003 (the "Lender").

### WITNESSETH:

A. One or more of Borrowers, Guarantor and Lender are parties to the following agreements, documents and instruments: (a) Hollywood Loan Documents as defined on Schedule 2 attached hereto and made a part hereof; (b) Malden Loan Documents as defined on Schedule 3 attached hereto and made a part hereof; and (c) Beacon Loan Documents as defined on Schedule 4 attached hereto and made a part hereof. ((a) through (c) above are referred to herein as, the "Loan Documents", and capitalized words

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used and not otherwise defined in the body of this Modification shall have the meanings ascribed to them in the Schedules and Exhibit hereto).

B. The Loan Documents were modified by that certain Omnibus Modification to Loan Documents dated as of May 31, 2008 (the "First Modification"), Second Omnibus Modification to Loan Documents dated as of December 31, 2008 (the "Second Modification"), Third Omnibus Modification to Loan Documents dated as of June 30, 2009 (the "Third Modification"), Fourth Omnibus Modification to Loan Documents dated as of December 31, 2009 ("Fourth Modification"), Fifth Omnibus Modification to Loan Documents dated as of April 19, 2011 ("Fifth Modification") and Sixth Omnibus Modification to Loan Documents dated as of February 10, 2012 ("Sixth Modification", and collectively with the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification, the "Prior Modifications"), each by and among Borrowers and Lender.

C. The Hollywood Loan Documents encumber the Hollywood Property described on Exhibit A attached hereto and made a part hereof, the Malden Loan Documents encumber the Malden Property as described on Exhibit A, and the Beacon Loan Documents encumber the property commonly known as 4735 North Beacon, Chicago, Illinois.

D. Borrowers, Guarantor and Lender have agreed to modify the Loan Documents to, among other things, (i) extend the maturity date of the Loan Documents to September 30, 2013, (ii) provide for the release of the Beacon Mortgage, the Beacon Assignment of Rents and the Beacon Collateral ABI, (iii) cross collateralize and cross default the remaining Loan Documents and (iv) modify the Loan Documents to reflect all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof through the date hereof pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrowers and Lender hereby agree as follows:

## 1. AGREEMENTS

1.1 RECITALS. The foregoing Recitals are hereby made a part of this Modification.

1.2 DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the respective Loan Documents.

## 2. AMENDMENTS TO THE LOAN DOCUMENTS.

2.1 Extension of the Maturity Date of Loan Documents. The maturity date of the Hollywood Note, Malden Note, and Beacon Note as defined in Sections 1.6 thereof, is hereby extended from March 31, 2013 to September 30, 2013. All references to "March 31, 2013" in each of the Hollywood Note, Malden Note and Beacon Note (collectively, the

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“Notes”) and the other Loan Documents, as they relate to the maturity of the Notes are deleted and replaced with “September 30, 2013”.

## 2.2 Cross-Collateralization and Cross-Default.

(a) Borrowers and Guarantor each acknowledge and agree that (A) any collateral pledged pursuant to the Loan Documents secures liabilities and indebtedness of each Borrower and all Borrowers to Lender (“Borrowers’ Liabilities”), including, but not limited to, the indebtedness evidenced by the Notes and the other Loan Documents; and (B) Lender shall not be obligated to release any lien or the Hollywood Mortgage or the Malden Mortgage or any other collateral unless and until all of Borrowers’ Liabilities are paid in full, and (C) any “Default” or “Event of Default” (however those terms are defined in any Loan Documents) by any Borrower under its Loan Documents or by Guarantor under the Hollywood Guaranty, the Malden Guaranty or the Beacon Guaranty (the Hollywood guaranty, the Malden Guaranty and the Beacon Guaranty are sometimes hereinafter referred to collectively as the “Guaranties”) shall be a default, Default or Event of Default however defined or characterized under any of the Loan Documents, under all of the other Loan Documents.

(b) Without limitation of the generality of the foregoing, all references in the Hollywood Mortgage, the Hollywood Assignment of Rents, the Hollywood Security Agreement, the Hollywood ABI, the Malden Mortgage, the Malden Assignment of Rents, the Malden Security Agreement, the Malden ABI and the Beacon Security Agreement to the “Note” secured by such document shall be deemed a reference to the Hollywood Note, the Malden Note and the Beacon Note, collectively.

(c) Notwithstanding anything contained herein or in the Loan Documents to the contrary, in no event shall the indebtedness secured by the Hollywood Mortgage exceed \$10,000,000, and in no event shall the indebtedness secured by the Malden Mortgage exceed \$10,000,000; provided, however, in no event shall Lender be obligated to advance any additional funds under the Notes.

**3. RELEASE OF BEACON MORTGAGE, BEACON ASSIGNMENT OF RENTS AND BEACON COLLATERAL ABI.** Upon the effectiveness of this Modification following satisfaction of the conditions precedent thereto, and provided that no Event of Default shall have occurred, Lender shall execute and deliver to Beacon Borrower releases of the Beacon Mortgage, the Beacon Assignment of Rents and the Beacon ABI. Upon such delivery, Trust No. 123242 shall be released from its obligations under the Beacon Loan Documents without further action of the parties. Shael Bellows shall be and remain personally liable for payment of the Beacon Note, and Beacon Borrower shall be and remain liable for the payment and performance of all of its obligations under the Beacon Loan Documents which are not specifically released by Lender in writing.

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## 4. REPRESENTATIONS AND WARRANTIES.

4.1 Organization. Each Borrower is duly organized, existing and in good standing under the laws of the State of its organization, with full and adequate company, land trust, corporate, limited partnership, or other similar power to carry on and conduct its business as presently conducted. Borrowers are duly licensed or qualified in all foreign jurisdictions wherein the nature of their activities require such qualification or licensing. The Articles of Organization, Articles of Incorporation, Bylaws, Operating Agreement, Trust Agreements, and other similar organic documents of each Borrower and the borrowing resolutions and incumbency certificates of each Borrower have not been changed or amended since the most recent date that certified copies thereof were delivered to Lender. The exact legal name of each Borrower is as set forth in Schedule 1 to this Modification, and each Borrower currently does not conduct, nor has it during the last five (5) years conducted, business under any other name or trade name. Borrowers will not change their names, organizational identification numbers, their types of organization, jurisdiction of organization or other legal structure.

4.2 Authorization. Each Borrower is duly authorized to execute and deliver this Modification and is and will continue to be duly authorized to borrow monies under the applicable Loan Documents, as amended hereby, and to perform each of its obligations under the Loan Documents, as amended hereby.

4.3 No Conflicts. The execution and delivery of this Modification and the performance by each Borrower and Guarantor of its or his obligations under the Loan Documents, as amended hereby, do not and will not conflict with any provision of law or of the Articles of Organization, Articles of Incorporation, Bylaws or Operating Agreement of any Borrower or of any agreement binding upon any Borrower or Guarantor.

4.4 Validity and Binding Effect. The Loan Documents, as amended hereby, are legal, valid and binding obligations of each Borrower and Guarantor, enforceable against it or him in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

4.5 Compliance with Loan Documents. The representation and warranties set forth in the Loan Documents, as amended hereby, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, with the exception that all references to the financial statements shall mean the financial statements most recently delivered to Lender and except for such changes as are specifically permitted under the Loan Documents. In addition, each Borrower and Guarantor has complied with and is in compliance with all of its or his covenants set forth in the Loan Documents, as amended hereby.

4.6 No Event of Default. As of the date hereof, no Event of Default under the Loan Documents, as amended hereby, or event or condition which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

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4.7 No Subordinated Debt Default. As of the date hereof, no default under any of the documents evidencing or securing subordinated debt, if any, or event or condition which, with the giving of notice or the passage of time, or both, would constitute a default under any of the documents evidencing or securing any subordinated debt, has occurred or is continuing.

5. CONDITIONS PRECEDENT. This Modification shall become effective as of the date above first written after receipt by Lender of the following:

5.1 Modification. This Modification executed by Borrowers, Guarantor and Lender.

5.2 Resolutions. A certified copy of resolutions of the Managers and/or Members of each Borrower and beneficiary of the Land Trusts authorizing the execution, delivery and performance of this Modification and the related loan documents.

5.3 Letters of Direction. Letters of Direction to Trust No. 125655-03 and Trust No. 125654-04 directing the execution and delivery of this Modification and delivery of a certified copy of the Trust Agreement.

5.4 Other Documents. Such other documents, certificates, resolutions and/or opinions of counsel as Lender may request.

6. DOCUMENTS TO REMAIN IN EFFECT; CONFIRMATION OF OBLIGATIONS; REFERENCES. The Loan Documents shall remain in full force and effect as originally executed and delivered by the parties, except as previously modified and amended by the Prior Modifications and as expressly modified and amended herein. Borrowers and Guarantor hereby (i) confirm and reaffirm all of its or his obligations under the Loan Documents, as previously modified and amended by the Prior Modifications and as modified and amended herein; (ii) acknowledge and agree that Lender, by entering into this Agreement, does not waive any existing or future default, Default or Event of Default however defined or characterized under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; (iii) acknowledge and agree that Lender has not heretofore waived any such default, Default or Event of Default under any of the Loan Documents, or any rights or remedies under any of the Loan Documents; and (iv) acknowledge that it or he does not have any defense, set off or counterclaim to the payment or performance of any of its or his obligations under the Loan Documents, as previously modified and amended by the Prior Modifications and as modified and amended herein. All references in the Loan Documents to any one or more of the Documents, or to the "Loan Documents" shall be deemed to refer to such Document or Loan Documents, as the case may be, as modified and amended by this Modification.

7. REAFFIRMATION OF GUARANTY. Guarantor hereby expressly: (a) consents to the execution by Borrowers and Lender of this Modification; (b) acknowledges that the indebtedness guaranteed by him includes all of the obligations and liabilities owing from time to time by Borrowers to Lender, including, but not limited to, the obligations and liabilities of Borrowers to Lender under and pursuant to the Loan Documents, as amended from time to time, including the Notes; (c) acknowledges that he does not have any set-off,

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defense or counterclaim to the payment of any of the obligations of Borrowers under the Loan Documents or by him under the Guaranties; (d) reaffirms, assumes and binds himself in all respects to all of the obligations, liabilities, duties, covenants, terms and conditions that are contained in the Guaranties; (e) agrees that all such obligations and liabilities under the Guaranties shall continue in full force and that the execution, delivery and performance of this Modification by Borrowers, and its acceptance by, Lender shall not in any manner whatsoever (i) impair or affect the liability of any Guarantor to Lender under any of the Guaranties, (ii) prejudice, waive, or be construed to impair, affect, prejudice or waive the rights and abilities of Lender at law, in equity or by statute, against Guarantor pursuant to the Guaranties, and/or (iii) release or discharge, nor be construed to release or discharge, any of the obligations and liabilities owing to Lender by Guarantor under the Guaranties; and (f) represents and warrants that each of the representations and warranties made by such him in any of the documents executed in connection with the loans remain true and correct as of the date hereof.

**8. RELEASE AND WAIVER.** Borrowers and Guarantor do not possess (or have knowledge of) any claims, defenses, offsets or counterclaims against Lender (or its officers, directors, members, shareholders, employees or agents) relating to this Modification or the Loan Documents. In the event there exists any facts that would give rise to any claim, defense, offset or counterclaim against or with respect to the enforcement of this Modification or the Loan Documents, Borrowers and Guarantor hereby unconditionally, irrevocably, and unequivocally waive and fully release Lender (and its officers, directors, shareholders, employees or agents) of any such claim, defense, offset or counterclaim to the same extent as if such claims were the subject of a lawsuit adjudicated to conclusion and dismissed therein with prejudice.

**9. GENERAL.**

**9.1 Governing Law; Severability.** This Modification shall be construed in accordance with and governed by the laws of Illinois. Wherever possible each provision of the Loan Documents and this Modification shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Loan Documents and this Modification shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Loan Documents and this Modification.

**9.2 Successors and Assigns.** This Modification shall be binding upon Borrowers, Guarantor and Lender and their respective successors and assigns, and shall inure to the benefit of Borrowers and Lender and the successors and assigns of Lender.

**9.3 Expenses.** Borrowers shall pay all costs and expenses in connection with the preparation of this Modification and other related loan documents, including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of Lender or any affiliate or parent of Lender. Borrowers shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Modification and the other instruments and documents to be delivered hereunder, and agrees to save Lender harmless from and

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against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses.

9.4 Counterparts. This Modification may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

9.5 Jury Waiver. BORROWERS AND LENDER IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (a) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS MODIFICATION OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH; OR (b) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS MODIFICATION OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

9.6 Exculpation of Trustee. This Modification is executed by Chicago Title and Trust Company, 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 Trustee, and under the express direction of the beneficiary of the aforesaid Trust Agreements. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability whatsoever against Chicago Title and Trust Company, personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of the Trusts, and that all personal liability of Chicago Title and Trust Company, of every sort, if any, is hereby expressly waived by every person now or hereafter claiming any right or security hereunder; and that so far as Trustee is concerned, the owner of any liability accruing hereunder shall look solely to the trust estate for the payment thereof.


[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Modification as of the date first above written.

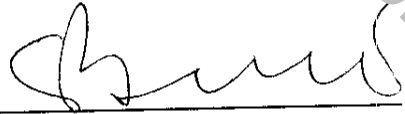
## BORROWERS:

**CHICAGO TITLE LAND TRUST COMPANY**, as successor trustee to American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated February 1, 2000 and known as Trust Number 125655-03 and not personally

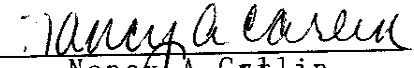
By:   
 Name: Nancy A. Carlin  
 Title: Trust Officer

Beneficiary of Trust No. 125655-03

**Hollywood Property, L.L.C.**,  
 an Illinois limited liability company

By:   
 Shael Bellows, Manager

**CHICAGO TITLE LAND TRUST COMPANY**, as successor trustee to American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated February 1, 2000 and known as Trust Number 125654-04 and not personally


By:   
 Name: Nancy A. Carlin  
 Title: Trust Officer

Beneficiary of Trust No. 125654-04

**Malden Property, L.L.C.**,  
 an Illinois limited liability company

By:   
 Shael Bellows, Manager

**CHICAGO TITLE LAND TRUST COMPANY**, as successor trustee to American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated April 17, 2000 and known as Trust Number 123142 and not personally

By:   
 Name: Nancy A. Carlin  
 Title: Trust Officer

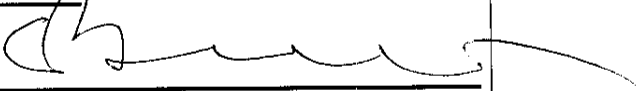
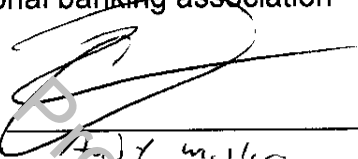
Beneficiary of Trust No. 123142

**4735 N. Beacon Property, L.L.C.**,  
 an Illinois limited liability company

By:   
 Shael Bellows, Manager



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|   |  |
|---|--|
| <p><b><u>GUARANTOR:</u></b></p>  <hr/> <p>Shael Bellows</p>  |  |
| <p><b><u>LENDER:</u></b></p> <p><b>JPMORGAN CHASE BANK, N.A.,</b><br/>a national banking association</p>  <p>By: _____<br/>Name: <u>Andy Miller</u><br/>Title: <u>Authorized Officer</u></p> |  |

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STATE OF ILLINOIS        )  
   )  
 COUNTY OF Cook         )       SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SHAEL BELLOWS, individually, and personally known to me to be the Manager of each of HOLLYWOOD PROPERTY, L.L.C., an Illinois limited liability company, MALDEN PROPERTY, L.L.C., an Illinois limited liability company, 4735 N. BEACON PROPERTY, L.L.C., an Illinois limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that individually and as such Manager and Partner of such companies, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said companies, for the uses and purposes therein set forth and pursuant to such companies' authority.

GIVEN under my hand and Notarial Seal this 17th of June, 2013.

*Melissa M. Abel*  
 \_\_\_\_\_  
 Notary Public

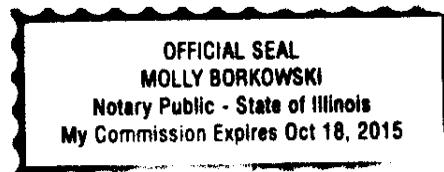
STATE OF ILLINOIS        )  
   )  
 COUNTY OF COOK         )       SS



The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANDREW M MULLEN, personally known to me, to be Vice President of JPMORGAN CHASE BANK, N.A., a national banking association, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Commercial Banking Officer s/he signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth and pursuant to such bank's authority.

GIVEN under my hand and Notarial Seal this 18 of JUNE, 2013.

*[Signature]*  
 \_\_\_\_\_  
 Notary Public

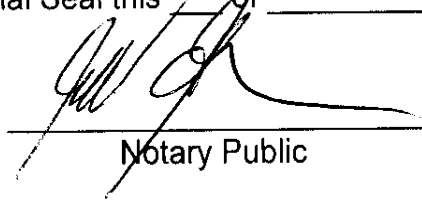


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STATE OF ILLINOIS        )  
  )        SS  
COUNTY OF   Cook      )

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Nancy A Carlin, the Trust Officer of Chicago Title Land Trust, the Trustee of each of Trust No. 125655-03, Trust No. 125654-04, and Trust No. 123142, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such \_\_\_\_\_ appeared before me this day in person and acknowledged that \_\_ signed, sealed and delivered said instrument as \_\_ own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 of June, 2013.

  
\_\_\_\_\_  
Notary Public



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## SCHEDULE 1

### BORROWERS

1. CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated February 1, 2000 and known as Trust Number 125655-03 ("Trust No. 125655-03"), and together with the beneficiary Hollywood Property, L.L.C., an Illinois limited liability company ("Hollywood Borrower").
2. CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated February 1, 2000 and known as Trust Number 125654-04 ("Trust No. 12565-04"), and together with the beneficiary Malden Property, L.L.C., an Illinois limited liability company ("Malden Borrower").
3. CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated April 17, 2000 and known as Trust Number 123142 ("Trust No. 123142"), and together with the beneficiary 4735 N. Beacon Property, L.L.C., an Illinois limited liability company ("Beacon Borrower").

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## SCHEDULE 2

### HOLLYWOOD LOAN DOCUMENTS

1. \$2,900,000.00 Promissory Note dated as of February 29, 2000 by and among HOLLYWOOD PROPERTY L.L.C., an Illinois limited liability company; Chicago Title Land Trust Company, not personally but solely as Trustee under Trust Agreement Dated February 1, 2000 and known as Trust Number 125655-03 (the "Hollywood Trustee"); SHAEL BELLOWS, individually; and Lender (the "**Hollywood Note**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
2. Mortgage dated February 29, 2000 executed by the Hollywood Trustee in favor of Lender, which was recorded in the Office of the Cook County Recorder of Deeds on April 13, 2000 as Document No. 00259361, as amended by those certain amendments.
  - (a) Amendment to Note, Mortgage, and Other Loan Documents dated as of April 24, 2000, executed by which was recorded in the Office of the Cook County Recorder of Deeds on May 25, 2000 as Document No. 00380861;
  - (b) Second Amendment to Note, Mortgage, and Other Loan Documents dated as of February 25, 2005 which was recorded in the Office of the Cook County Recorder of Deeds on March 9, 2005 as Document No. 0506816075;
  - (c) Third Amendment to Note, Mortgage, and Other Loan Documents dated as of June 1, 2005 which was recorded in the Office of the Cook County Recorder of Deeds on October 28, 2005 as Document No. 0530156027;
  - (d) Fourth Amendment to Note, Mortgage, and Other Loan Documents dated as of October 1, 2005 which was recorded in the Office of the Cook County Recorder of Deeds on February 1, 2006 as Document No. 0603249020;
  - (e) Fifth Amendment to Note, Mortgage, and Other Loan Documents dated as of October 31, 2006 which was recorded in the Office of the Cook County Recorder of Deeds on December 4, 2006 as Document No. 0633822094; and
  - (f) Sixth Amendment to Note, Mortgage, and Other Loan Documents dated as of October 31, 2007 (together, the "**Hollywood Mortgage**", as amended by the First Modification, Second Modification, Third Modification and Fourth Modification);
3. Assignment of Leases and Rents dated as of February 29, 2000 executed by Hollywood Property L.L.C. and the Hollywood Trustee, in favor of Lender, which was recorded in the Office of the Cook County Recorder of Deeds on April 13, 2000 as Document No. 00259362 (the "**Hollywood Assignment of Rents**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);

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4. Security Agreement dated as of February 29, 2000 executed by Hollywood Property L.L.C. and Lender (the "**Hollywood Security Agreement**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
5. UCC-1 Financing and UCC-2 Financing Statements executed by each of Hollywood Property L.L.C. and the Hollywood Trustee in favor of Lender (the "**Hollywood Financing Statements**");
6. Environmental Indemnity Agreement dated as of February 29, 2000 executed by Hollywood Property L.L.C. and SHAEL BELLOWS in favor of Lender (the "**Hollywood Indemnity Agreement**");
7. Assignment of Beneficial Interest for Collateral Purposes and Irrevocable Right to Approve Trust Documents dated as of February 28, 2000, executed by Hollywood Property L.L.C. and the Hollywood Trustee in favor of Lender (the "**Hollywood Collateral ABI**"), as amended by the First Modification, Second Modification, Third Modification and Fourth Modification);
8. Guaranty of Payment dated as of October 1, 2005 executed by Shael Bellows in favor of Lender (the "**Hollywood Guaranty**"); and
9. the other "Loan Documents" (as defined in the Hollywood Mortgage).

(the Hollywood Note, the Hollywood Mortgage, the Hollywood Assignment of Rents, the Hollywood Security Agreement, the Hollywood Financing Statements, the Hollywood Indemnity Agreement, the Hollywood Collateral ABI, Hollywood Guaranty and the other Loan Documents, are referred to as the "**Hollywood Loan Documents**", as amended by the First Modification, Second Modification, Third Modification and Fourth Modification).

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## SCHEDULE 3

### MALDEN LOAN DOCUMENTS

1. \$2,575,000.00 Promissory Note dated as of June 13, 2000 by and among MALDEN PROPERTY, L.L.C., an Illinois limited liability company; Chicago Title Land Trust Company, not personally but solely as Trustee under Trust Agreement Dated February 1, 2000 and known as Trust Number 125654-04 (the "Malden Trustee"); SHAEL BELLOWS, individually; and Lender (the "**Malden Note**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
2. Mortgage dated June 13, 2000 executed by the Malden Trustee in favor of Lender, which was recorded in the Office of the Cook County Recorder of Deeds on July 12, 2000 as Document No. 00516806, as amended by those certain amendments:
  - (a) First Amendment to Note, Mortgage, and Other Loan Documents dated as of September 12, 2005 which was recorded in the Office of the Cook County Recorder of Deeds on February 1, 2006 as Document No. 0603249019;
  - (b) Second Amendment to Note, Mortgage, and Other Loan Documents dated as of October 31, 2005 which was recorded in the Office of the Cook County Recorder of Deeds on December 4, 2006 as Document No. 0633822093; and
  - (c) Third Amendment to Note, Mortgage, and Other Loan Documents dated as of October 31, 2007 (together, the "**Malden Mortgage**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
3. Assignment of Leases and Rents dated as of June 13, 2000 executed by Malden Property, L.L.C. and the Malden Trustee, in favor of Lender, which was recorded in the Office of the Cook County Recorder of Deeds on July 12, 2000 as Document No. 00516807 (the "**Malden Assignment of Rents**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
4. Security Agreement dated as of June 13, 2000 executed by Malden Property, L.L.C. and Lender (the "**Malden Security Agreement**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
5. UCC-1 Financing and UCC-2 Financing Statements executed by each of Malden Property, L.L.C. and the Malden Trustee, in favor of Lender (the "**Malden Financing Statements**");
6. Environmental Indemnity Agreement dated as of June 13, 2000 executed by Malden Property, L.L.C. and SHAEL BELLOWS in favor of Lender (the "**Malden Indemnity Agreement**");

# UNOFFICIAL COPY

7. Assignment of Beneficial Interest for Collateral Purposes and Irrevocable Right to Approve Trust Documents dated as of June 13, 2000 executed by Malden Property, L.L.C. and the Malden Trustee, in favor of Lender (the "**Malden Collateral ABI**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
8. Guaranty of Payment dated as of September 12, 2005 executed by SHAEL BELLOWS in favor of Lender (the "**Malden Guaranty**";
9. the other "Loan Documents" (as defined in the Malden Mortgage).

(the Malden Note, the Malden Mortgage, the Malden Assignment of Rents, the Malden Security Agreement, the Malden Financing Statements, the Malden Indemnity Agreement, the Malden Collateral ABI, Malden Guaranty and the other Loan Documents, are referred to as the "**Malden Loan Documents**").



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## SCHEDULE 4

### BEACON LOAN DOCUMENTS

1. \$890,000.00 Promissory Note dated as of June 7, 2000 by and among 4735 N. BEACON PROPERTY, L.L.C., an Illinois limited liability company; Chicago Title Land Trust Company, not personally but solely as Trustee under Trust Agreement Dated April 17, 2000 and known as Trust Number 123142 (the "Beacon Trustee"); SHAEL BELLOWS, individually; and Lender (the "**Beacon Note**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
2. Mortgage dated June 7, 2000 executed by the Beacon Trustee in favor of Lender, which was recorded in the Office of the Cook County Recorder of Deeds on June 9, 2000 as Document No. 00422800, as amended by those certain amendments:
  - (a) Extension Agreement dated as of June 6, 2005 executed by 4735 N. Beacon Property, L.L.C., the Beacon Trustee, SHAEL BELLOWS, and Lender, which was recorded in the Office of the Cook County Recorder of Deeds on September 22, 2005 as Document No. 0526539005;
  - (b) First Amendment to Note, Mortgage, and Other Loan Documents dated as of September 6, 2005 which was recorded in the Office of the Cook County Recorder of Deeds on February 1, 2006 as Document No. 0603249018;
  - (c) Second Amendment to Note, Mortgage, and Other Loan Documents dated as of October 31, 2006 which was recorded in the Office of the Cook County Recorder of Deeds on December 4, 2006 as Document No. 0633822095; and
  - (d) Third Amendment to Note, Mortgage, and Other Loan Documents dated as of October 31, 2007 (together, the "**Beacon Mortgage**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
3. Assignment of Leases and Rents dated as of June 7, 2000 executed by 4735 N. Beacon Property, L.L.C. and the Beacon Trustee in favor of Lender, which was recorded in the Office of the Cook County Recorder of Deeds on June 9, 2000 as Document No. 00422801 (the "**Beacon Assignment of Rents**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
4. Security Agreement dated as of June 7, 2000 executed by 4735 N. Beacon Property, L.L.C. and Lender (the "**Beacon Security Agreement**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);

# UNOFFICIAL COPY

5. UCC-1 Financing and UCC2 Financing Statements executed by each of 4735 N. Beacon Property, L.L.C. and the Beacon Trustee in favor of Lender (the "**Beacon Financing Statements**");
6. Environmental Indemnity Agreement dated as of June 7, 2000 executed by 4735 N. Beacon Property, L.L.C. and SHAEL BELLOWS in favor of Lender (the "**Beacon Indemnity Agreement**");
7. Assignment of Beneficial Interest for Collateral Purposes and Irrevocable Right to Approve Trust Documents dated as of June 7, 2000 executed by 4735 N. Beacon Property, L.L.C. and Beacon Trustee in favor of Lender (the "**Beacon Collateral ABI**", as amended by the First Modification, Second Modification, Third Modification, Fourth Modification and Fifth Modification);
8. Guaranty of Payment dated as of September 6, 2005 executed by SHAEL BELLOWS in favor of Lender (the "**Beacon Guaranty**", as amended by the First Modification, Second Modification, Third Modification and Fourth Modification);
9. the other "Loan Documents" (as defined in the Beacon Mortgage).

(the Beacon Note, the Beacon Mortgage, the Beacon Assignment of Rents, the Beacon Security Agreement, the Beacon Financing Statements, the Beacon Indemnity Agreement, the Beacon Collateral ABI and the other Loan Documents, are referred to as the "**Beacon Loan Documents**").

# UNOFFICIAL COPY

## Exhibit A

### Legal Descriptions

#### HOLLYWOOD PROPERTY

LOT 10, 11 AND 12 IN BLOCK 5 IN COCHRAN'S ADDITION TO EDGEWATER, SAID ADDITION BEING A SUBDIVISION OF THE SOUTH 1946 OF THE WEST 1320 FEET OF THE EAST FRACTIONAL  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identification Number: 14-05-405-024-0000

Common Address: 1040 West Hollywood, Chicago, Illinois

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#### MALDEN PROPERTY

LOT 109, 110, 111 AND 112 IN SHERIDAN DRIVE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH  $\frac{3}{4}$  OF THE EAST  $\frac{1}{2}$  OF NORTHWEST  $\frac{1}{4}$  OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 14-17-117-007-0000

COMMON ADDRESS: 4501-4515 N. Malden Avenue, Chicago, Illinois 60640 and  
1256-1258 W. Sunnyside Avenue, Chicago, Illinois 60640

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