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Brad S Gerber
Harrison & Held LLP
333 West Wacker Drive
Suite 1700
Chicago, Illinois 60606



Doc#: 1622913072 Fee: \$52.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/16/2016 03:33 PM Pg: 1 of 8

Permanent Tax Index Numbers:

12-13-204-001-0000
12-13-204-002-0000
12-13-204-003-0000
12-13-204-004-0000
12-13-204-005-0000
12-13-204-044-0000

Property Address:

7343 W. Lawrence Ave.
Harwood Heights, Illinois 60706

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ie only.

FIRST LOAN MODIFICATION AGREEMENT

THIS FIRST LOAN MODIFICATION AGREEMENT (this "Agreement") is dated as of the 31st day of July, 2016 by and between HARWOOD HEIGHTS PARTNERS LLC, an Illinois limited liability company (the "Borrower"); TALMER BANK AND TRUST, a Michigan state chartered bank and its successors or assigns (the "Bank"); and, TIMOTHY B. HAGUE and CARLO BUONAVOLANTO (each, a "Guarantor").

WITNESSETH:

WHEREAS, Bank made a loan to Borrower in original principal amount of ONE MILLION NINE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$1,950,000.00) (the "Loan") pursuant to the terms and conditions of (i) that certain Constreuton Loan Agreement dated as of April 28, 2015 (the "Loan Agreement") and (ii) that certain Promissory Note dated as of April 28, 2015 (the "Note").

WHEREAS, Bank has agreed to increase the amount of the Loan, confirm the Maturity Date and amend certain other terms of the Loan upon the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the Bank entering into this Agreement, the Borrower and each Guarantor executing and delivering to the Bank this Agreement, the Borrower executing and delivering to the Bank the Amended and Restated Promissory Note dated as of even date herewith, the mutual promises of the parties, and for other

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good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by reference into this Agreement.
2. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Note; the Loan Agreement; the Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filings dated as of April 28, 2015 (the "Mortgage"), creating a first mortgage lien on certain real property located at 7343 W. Lawrence Ave., Harwood Heights, Illinois 60706 and legally described on **Exhibit "A"** attached hereto and made a part hereof; those Assignment of Rents and Leases dated as of April 28, 2015 (the "Assignment of Rents"); that certain Guaranty of Payment dated as of April 28, 2015, jointly and severally executed by each Guarantor (the "Guaranty"); Environmental Indemnity Agreement dated as of April 28, 2015, jointly and severally executed by the Borrower and each Guarantor to and for the benefit of the Lender (the "Indemnity Agreement"), and any of the other Loan Documents.
3. The Loan amount is hereby increased by ONE HUNDRED FIFTY and 00/100 DOLLARS (\$150,000.00) for a total principal amount of TWO MILLION ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$2,100,000.00), as evidenced by that Amended and Restated Promissory Note of even date herewith.
4. The Maturity Date of the Note shall be May 31, 2021. The Borrowers have no right to further extend the Maturity Date except by written agreement between Borrower and the Bank.
5. The Borrower warrants and represents as follows (collectively "Warranties and Representations"):
 - a. The recitals contained in this Agreement are true and correct and the execution and delivery of this Agreement and the Loan Documents was duly authorized;
 - b. This Agreement and the Loan Documents and each of the covenants, conditions and obligations contained in said documents are in full force and effect, are the valid and legally binding obligations of Borrower and, to its knowledge, are free from all legal and equitable defenses, offsets and counterclaims;
 - c. No part of the Property is in receivership nor is an application for receivership pending and no petition in bankruptcy has been filed by or against the Borrower;

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- d. There are no agreements, state of facts or circumstances presently existing which, with or without the service of notice, passage of time, or both, would grant to Borrower the right to refuse to make or delay the payments or otherwise perform the terms, covenants, conditions and agreements required pursuant to the Loan Documents.
6. The modifications provided for herein shall be effective upon the execution and delivery to Bank of this Agreement and such other documents and instruments as Bank may require.
7. Nothing herein contained shall impair the Loan Documents in any way, nor alter, waive, annul, vary nor affect any provision or condition therein contained except as expressly herein provided, nor affect or impair any right, power or remedy of the Bank. It is the intention of the parties hereto that the terms and provisions of the Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.
8. Any applicable Loan Documents are hereby amended as provided herein and all of the Loan Documents are restated in their entirety. Borrower and each Guarantor certifies as of the date of execution hereof that those representations, warranties and covenants made in the Loan Documents, are true, accurate and correct except as may be disclosed in the Personal Financial Statement of Borrower or any Guarantor which are dated and have been delivered to Bank prior to the date hereof.
9. Borrower and each Guarantor hereby acknowledges that as of the date hereof, they have no defense, offset or counterclaim with respect to the payment of any sum owed to Bank or with respect to any covenant in the Loan Documents.
10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
11. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.
12. The Borrower hereby represents and warrants to the Bank that to the best of its knowledge there have been no intervening liens recorded or placed on the Properties since the recording of the Mortgages.
13. Borrower represents to the best of its knowledge that as of the date of execution hereof Bank is not in Default under the Loan Documents or any other Loan

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Documents past any applicable cure period with respect to Borrower or any Guarantor .

14. Borrower agrees to promptly pay Bank for all of the costs and expenses incurred by Bank for this First Loan Modification including, but not limited to, (i) interest due on the Loan and any points, loan fees, service charges, commitment fees or other fees due to Bank in connection with the Loan; (ii) all title examination, survey, escrow, filing, search, recording and registration fees and charges; (iii) all documentary stamp and other taxes and charges imposed by law on the issuance or recording of any of the Loan Documents; (iv) all appraisal fees; (v) all title, casualty, liability, payment, performance or other insurance or bond premiums; (vi) all reasonable fees and disbursements of legal counsel engaged by the Bank in connection with the Loan, including, without limitation, counsel engaged in connection with the origination, negotiation, document preparation, consummation, enforcement or administration of this Agreement or any of the Loan Documents which shall also include reasonable attorneys' fees and time charges of attorneys; and (vii) any amounts required to be paid by Borrower under this Agreement, the Mortgage or any Loan Document after the occurrence of an Event of Default (all of which are herein referred to as the "Loan Expenses").
15. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
16. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

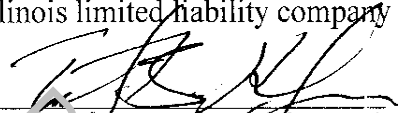
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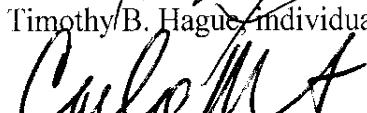
IN WITNESS WHEREOF, the parties hereto executed this First Loan Modification Agreement as of the date set forth above.

BORROWER:

HARWOOD HEIGHTS PARTNERS LLC,
an Illinois limited liability company

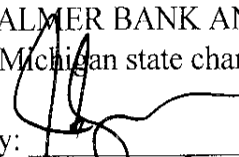
By: 
Name: TIMOTHY B. HAGUE
Title: MANAGER

GUARANTORS:


Timothy B. Hague, individually

Carlo Buonavolanto, individually

BANK:

TALMER BANK AND TRUST,
a Michigan state chartered bank

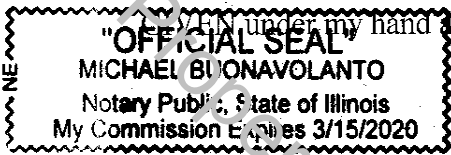
By: 
Name: JAMES WAGNER
Title: MANAGING DIRECTOR

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

The undersigned, a Notary Public in and for the Timothy Hague, as the Manager of HARWOOD HEIGHTS PARTNERS LLC, 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, for the uses and purposes therein set forth.



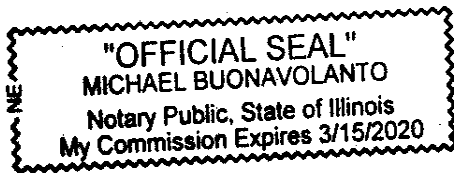
GIVEN under my hand and notarial seal this 31 day of July, 2016

Timothy Hague
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Michael Buonavolanto a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT TIMOTHY B. HAGUE, 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.

GIVEN under my hand and notarial seal as of the 31 day of July, 2016



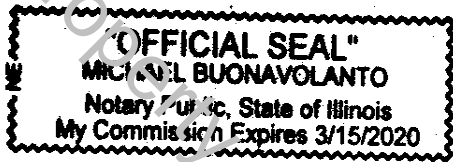
Michael Buonavolanto
Notary Public

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STATE OF ILLINOIS)
)
COUNTY OF DuPage) SS.

I, Michael Buonavolante, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT CARLO BUONAVOLANTO, 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.

GIVEN under my hand and notarial seal as of the 31 day of July, 2016

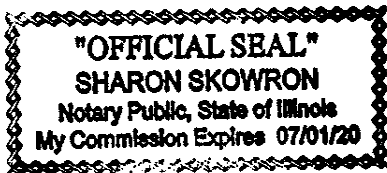


[Signature]
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Sharon Skowron, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY JAMES WAGNER, MANAGING DIRECTOR of TALMER BANK AND TRUST, a Michigan state chartered bank, 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.

GIVEN under my hand and notarial seal as of the 31 day of July, 2016



[Signature]
Notary Public

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EXHIBIT "A"
LEGAL DESCRIPTION OF REAL ESTATE

LOTS 1 THROUGH 10, BOTH INCLUSIVE IN BLOCK 4 IN OLIVER SALINGER AND COMPANY'S SECOND LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT 7 IN C.R. BALL'S SUBDIVISION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 (EXCEPT SCHOOL LOTS) AND THE NORTH 25.4 ACRES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1925 AS DOCUMENT NUMBER 8909443, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Number:

12-13-204-001-0000
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Property Address:

7343 W. Lawrence Ave.
Harwood Heights, IL 60706