

# UNOFFICIAL COPY

Doc#: 2125920528 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/16/2021 01:58 PM Pg: 1 of 12

This Document was prepared  
by and should be returned to:  
First Eagle Bank  
1040 E. Lake St.  
Hanover Park, IL 60133

CH17020038\_1081  
~~FIDELITY NATIONAL TITLE~~

## FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment") is dated as of the 1st day of September, 2020 and made by and among Urbane Home LLC 1501 North Park, a series of an Illinois limited liability company ("Borrower"); Dee Thompson, Michael J Thompson (individually and collectively referred to herein as "Guarantor" and "Grantor"); and Urbane Home LLC, an Illinois limited liability company ("Guarantor"); and First Eagle Bank ("Lender").

A. On August 28, 2017 Lender made a mortgage loan ("Loan") to Borrower in the amount of One Million Fifty-One Thousand and 00/100 Dollars (\$1,051,000.00). The Loan is evidenced by the Promissory Note executed by the Borrower in favor of the Lender dated August 28, 2017 in the principal amount of \$1,051,000.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "1501 Mortgage") dated August 28, 2017, and recorded as Document Nos. 1724312022 and 1724312023 with the Recorder of Deeds of Cook County, Illinois which was executed by the Borrower in favor of Lender and which created a first lien on the property ("1501 Property") known as 1501 N North Park Avenue, Chicago, IL 60610 which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note is further secured by a Mortgage and Assignment of Rents (collectively referred to herein as "1525 Mortgage") dated August 28, 2017, and recorded as Document Nos. 1729129120 and 1729129121 with the Recorder of Deeds of Cook County, Illinois which was executed by the Grantor in favor of Lender and which created a second lien on the property ("1525 Property") known as 1525 N North Park Avenue, Chicago, IL 60610 which is legally described on Exhibit "B" attached hereto and made a part hereof.

Prepared by: JMC  
Officer Review  
Initial Review [Signature] Date 9/16/2020  
Final Review [Signature] Date 9/16/2020

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D. The Note is further secured by the Commercial Guaranty ("Guaranty") of Guarantor dated August 28, 2017. The Note, Mortgage, and any and all other documents executed pursuant to or in connection with the Loan by Borrower, Grantor, or Guarantor, as amended, modified, assumed or replaced from time to time are hereinafter collectively referred to as the "Loan Documents".

E. Borrower, Grantor, and Guarantor wish to extend the Maturity Date of the Loan to September 1, 2035. Lender has agreed to extend the Maturity Date as aforesaid, subject to the following covenants, agreements, representations and warranties.

**NOW THEREFORE**, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

2. **Maturity Date, Interest Rate, and Schedule of Payment.** The Note is hereby amended by extending the Maturity Date to September 1, 2035. Borrower will pay the Loan, which has a current principal balance of \$981,737.63, with interest at the fixed rate of 3.49% per annum on the unpaid principal balance from the date hereof until paid in full pursuant to the following schedule:

1 interest payment at or prior to the execution of the First Amendment in the amount of \$3,313.36;

179 consecutive monthly payments of principal and interest in the amount of \$7,037.44 beginning October 1, 2020 and on the same day of each month after that and 1 final principal and interest payment at Maturity on September 1, 2035 estimated at \$7,038.45. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Loan.

3. **Required Account Condition.** As additional consideration for the Lender to provide the Loan, the Borrower and the Guarantor covenant and agree to maintain deposit accounts #132342301 and #132342320 with the Lender at all times during the term of the Loan with an average aggregate monthly collected balance in an amount not less than \$150,000.00. If the Borrower fails to comply with this requirement a service charge will be charged to the DDA account, in addition to the monthly service charge, for each month the minimum average balance is not met. The service charge will be calculated by taking the deficient amount multiplied by the Prime Rate divided by 360 multiplied by the number of days in the month. If at any time during the life of the Loan the account to be charged is closed or inactive, the interest rate of the Loan will be increased by 1.00%.

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4. **Prepayment Fee.** See exhibit "C" attached.

5. **Collateral Released.** Prior to the execution hereof, the Lender has caused the execution and delivery to Cook County Recorder of Deeds a Release Deed, releasing the 1525 Mortgage on the 1525 Property, securing the Note as it had been originally conveyed security for the payment of the Note. All references in the Note and other Loan Documents to security or collateral shall hereafter be deemed to exclude the 1525 Property.

6. **Guarantor Not Released.** Guarantor acknowledges and consents to the amendments and modifications set forth in this Amendment. Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect following the execution and delivery of this Agreement.

7. **Tax Reserves.** Borrower agrees to establish and maintain a reserve account in such amount deemed to be sufficient by the Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes. Borrower shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes required to be maintained on the 1501 Property, as estimated by Lender. If required by the Lender, the Borrower shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the 1501 Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, assessments and other charges, subject to the requirements of applicable law, the Borrower shall pay the difference in one or more payments as the Lender requires. All such payments shall be carried in an interest-free reserve account with the Lender. The Lender shall have the right to draw upon the reserve account to pay such items, and the Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Loan Documents shall be construed as requiring Lender to advance other monies for such purposes, and the Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If the Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and the Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described in the Note.

8. **Modification of Documents.** The 1501 Mortgage, Guaranty, and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended. Each reference in the 1501

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Mortgage and other Loan Documents to "maturity" or Maturity Date" shall hereafter be deemed a reference to September 1, 2035.

9. **Restatement of Representations.** Borrower and Guarantor hereby ratify and confirm their respective obligations and liabilities under the Note, 1501 Mortgage, Guaranty, and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Note, 1501 Mortgage, Guaranty, and other Loan Documents, as so amended.

10. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, 1501 Mortgage, Guaranty and other Loan Documents.

11. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Guaranty and other Loan Documents shall remain unmodified and in full force and effect.

12. **Fee.** In consideration of Lender's agreement to amend the Loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of Four Thousand Nine Hundred Eight and 00/100 Dollar (\$4,908.00) plus all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

13. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to the Lender as follows:

- (a) The representations and warranties in the Loan Documents are true and correct as of the date hereof.
- (b) There is currently no Event of Default (as defined in the Loan Documents) and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the 1501 Mortgage or the other Loan Documents.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Amendment, they continue to be the legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (d) There has been no material adverse change in the financial condition of the Borrower, Guarantor(s) or any other party whose financial statement has been delivered to the Lender in connection

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with the Loan from the date of the most recent financial statement received by the Lender.

- (e) As of the date hereof, the Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- (f) The Borrower validly exists under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this Amendment and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of the Borrower. This Amendment has been duly executed and delivered on behalf of the Borrower.

14. **Binding Agreement.** This Amendment shall not be construed more strictly against the Lender than against the Borrower or the Guarantor(s) merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that the Borrower, Guarantor(s) and the Lender have contributed substantially and materially to the preparation of this Amendment, and the Borrower, Guarantor(s) and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Amendment. Each of the parties to this Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Amendment, and recognizes that it is executing and delivering this Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

15. **Severability.** In the event any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. **Other Modifications.** Anything contained in the 1501 Mortgage to the contrary notwithstanding, the 1501 Mortgage also secures all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Lender by the Borrower and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (i) the Note, (ii) the Indebtedness, and (iii) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or hereafter owed by Borrower or any Related Party to Lender, of every kind and nature, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now due or to become due, whether direct or indirect, or absolute or

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contingent, whether several, joint or joint and several, whether liquidated or unliquidated, whether legal or equitable, whether disputed or undisputed, whether secured or unsecured, or whether arising under the Mortgage or any other document or instrument. For purposes of this paragraph, "Related Party" shall mean (i) Grantor, (ii) each beneficiary of Grantor, if Grantor is a land trust, (iii) the maker of the Note, if other than Grantor, and if more than one maker, each co-borrower of the Note other than Grantor, and (iv) each guarantor of the Note.

This Amendment shall extend to and be binding upon each Borrower, Grantor, and Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This Amendment shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

This Amendment constitutes the entire agreement between the parties with respect to the aforesaid Amendment and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

Borrower, Grantor and Guarantor and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this Amendment or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Amendment, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this Amendment. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the

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Mortgagee Parties arising or occurring on or before the date of this Amendment. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section ("Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this Amendment voluntarily with full knowledge of the significance of the Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this Amendment.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER, EACH GRANTOR, AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AMENDMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS AMENDMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED AMENDMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

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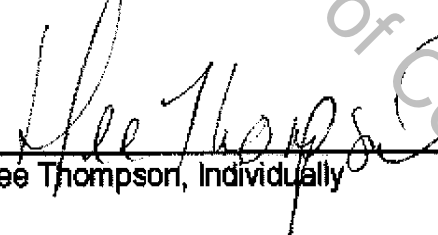
**IN WITNESS WHEREOF**, this Amendment was executed by the undersigned as of the date and year first set forth above.

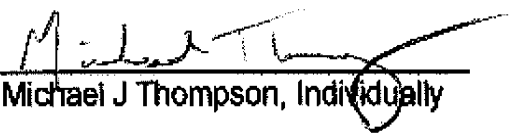
**BORROWER:**

Urbane Home LLC 1501 North Park, a series of an Illinois limited liability company

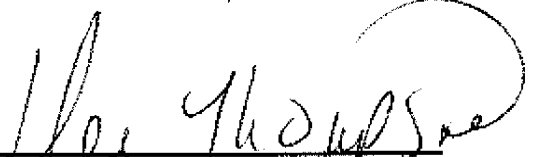
  
By: Dee Thompson, Member/Manager

**GUARANTOR:**

  
Dee Thompson, Individually


  
Michael J Thompson, Individually

Urbane Home LLC, an Illinois limited liability company

  
By: Dee Thompson, Member/Manager

**LENDER:**

First Eagle Bank

  
By: Faruk Daudbasic, Senior Vice President

Property of Cook County Clerk's Office



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## BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Dee Thompson**, Member/Manager of Urbane Home LLC 1501 North Park, a series of an Illinois limited liability company, 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 said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 2<sup>nd</sup> day of September, 2020

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

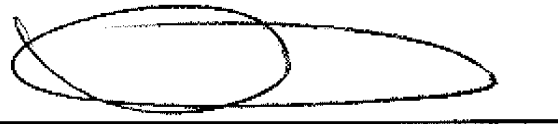


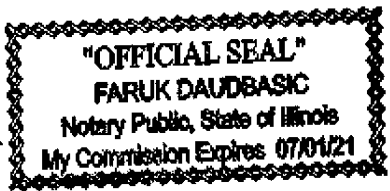
## GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Dee Thompson** and **Michael J Thompson**, 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, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 2<sup>nd</sup> day of September, 2020

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



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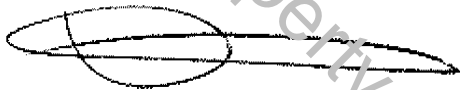
## GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Dee Thompson**, Member/Manager of Urbane Home LLC, an Illinois limited liability company, 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 said instrument as his free and voluntary act and deed as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 2<sup>nd</sup> day of February, 2020



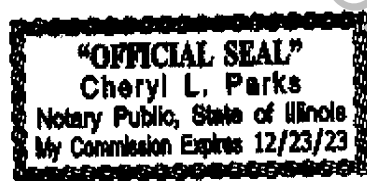
  
\_\_\_\_\_  
Notary Public

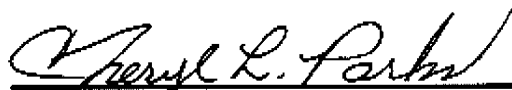
## LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Faruk Daudbasic**, Senior Vice President of FIRST EAGLE BANK, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act and deed as well as that of the bank she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 2<sup>nd</sup> day of September, 2020



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

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## EXHIBIT "A"

LOT 106 IN W.B. OGDEN'S SUBDIVISION OF THE WEST ½ OF LOTS 120 AND 125 AND OF LOTS 123, 124, 127 TO 137 IN BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1501 N NORTH PARK AVENUE, CHICAGO, IL 60610

P.I.N.: 17-04-202-021-0000

## EXHIBIT "B"

THE WEST ½ OF THE SOUTH ½ OF SUB LOT 94 IN THE SUBDIVISION OF THE WEST ½ OF LOTS 120 AND 125 AND ALL OF LOTS 123, 124, 127 TO 134, INCLUSIVE, AND LOT 137 IN BRONSON'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1525 N NORTH PARK AVENUE, CHICAGO, IL 60610

P.I.N.: 17-04-202-011-0000

## EXHIBIT "C"

Prepayment: Borrower may prepay all, but not part of the indebtedness evidenced hereby upon not less than five (5) days prior written notice and upon payment of a prepayment fee equal to the "Yield Amount" (as hereinafter defined).

For purposes of this Note, the "Yield Amount" shall be the amount calculated as follows:

(i) There shall first be determined as of the date fixed for prepayment ("Prepayment Date"), the amount, if any, by which the Interest Rate exceeds the yield-to-maturity percentage ("Current Yield") for the United States Treasury Note or Bond closest in maturity to the Maturity Date ("Treasury Note") as published in *The Wall Street Journal* on the fifth business date preceding the Prepayment Date (if (A) publication of *The Wall Street Journal* is discontinued, or (B) if publication of the Current Yield of the Treasury Note or Bond in *The Wall Street Journal* is discontinued, Lender, in its sole discretion, shall designate another daily financial or governmental publication of national circulation);

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- (ii) The difference calculated pursuant to clause (i) above shall be multiplied by the outstanding principal balance hereof as of the Prepayment Date;
- (iii) The product calculated pursuant to clause (ii) above shall be multiplied by the quotient, rounded to the nearest one-hundredth of one percent, obtained by dividing (A) the number of days from and including the Prepayment Date to and including the Maturity Date, by (B) 365; and
- (iv) The sum calculated pursuant to clause (iii) above shall be discounted at the annual rate of the Current Yield to the present value thereof as of the Prepayment Date, on the assumption that said sum would be received in equal monthly installments on each monthly anniversary of the Prepayment Date prior to the Maturity Date, with the final such installment to be deemed received on the Maturity Date;
- (v) The amount calculated pursuant to clause (iv) above shall be multiplied by 110%;

provided that Borrower shall not be entitled in any event to a credit against, or a reduction of, the indebtedness evidenced hereby to be prepaid if the Current Yield exceeds the Interest Rate or for any other reason. No prepayment fee shall be required if the Note is prepaid during the three (3) month period immediately preceding the Maturity Date.

If at any time a default exists under this Note, the Mortgage, or any other document evidencing or securing this Note, and as a result thereof Lender elects to declare the unpaid principal balance of this Note, together with all accrued unpaid interest thereon to be due and payable, such acceleration shall be deemed to be an evasion of the foregoing prepayment provisions and in such event, Borrower agrees that in addition to the unpaid principal balance of this Note, together with all accrued and unpaid interest thereon, any prepayment fee required hereunder in the event of a prepayment shall be immediately due and payable.

The parties agree and acknowledge (i) the parties have negotiated in advance the prepayment premium provided herein, both parties being represented by counsel or having the opportunity to consult counsel; (ii) the prepayment premium is reasonable; (iii) the prepayment premium shall be paid immediately upon any unpermitted prepayment hereunder; (iv) there is good and valuable consideration for the agreement to pay such prepayment premium; and (v) Borrower shall not be permitted after execution hereof to claim otherwise than as agreed herein.