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FIRST AMENDMENT TO CONSTRUCTION LOAN
AGREEMENT, MORTGAGE NOTE, MORTGAGE, ASSIGNMENT OF
LEASES AND SECURITY AGREEMENT, AND OTHER LOAN DOCUMENTS

THIS FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, MORTGAGE NOTE, MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS ("First Amendment") is entered into as of the 30th day of August, 1989, by and between YONDORF PARTNERS, an Illineis general partnership ("Yondorf"), KENNETH LEWIS, JAMES COYNE, TIMOTHY GLASCOTT and JAMES GAUDINEER (individually and collectively "Partners") and AFFILIATED BANK/NORTH SHORE NATIONAL ("Lender").

#### RECITALS:

A. Younger, the Partners and Lender entered into a certain Construction Loan Agreement, dated November 21, 1988, ("Loan Agreement"), pursuant to which, among other things, Lender agreed to loan to Younger, an amount not to exceed Three Million Dollars (\$3,000,000.00) is the aggregate ("Original Loan") for the purposes of and upon the terms and subject to the conditions contained in the Loan Agreement. Yondorf owns good and marketable fee simple title to the improved property located at 742-59 West North Avenue in Chicago, Illinois and legally described in Exhibit A attached hereto and made in part hereof ("Property"). The Loan Agreement provides, among other things, that the proceeds of the Original Loan are to be used by Borrower to finance the restoration and rehabilitation of the Property.

B. The Original Loan is evidenced by a certain Mortgage Note, dated November 21, 1988 ("Note") made by Yondorf and payable to the order of Lender in the princ, pall amount of \$20,00 Three Million and No/100 (\$3,000,000.00) Dollors. TAAN 1197 09/20/89 15:11:00 \$7477 \$ \$7477 \$ \$7477 \$ \$744862 COOK COUNTY RECORDER

This Instrument prepared by and upon recording shall be returned to:

David S. Mann
McBride Baker & Coles
Northwestern Atrium Center
500 West Madison Street
40th Floor
Chicago, Illinois 60606
(312) 715-5700

Box 184

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#### :8 I A R I P I S

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David S. Hann Mosride Egker & Coles Worthwestern Atrium Center 500 Nest Madiacon Street 40th Eloog Chicago, illinois 50608 KILIYETTS-5700

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- C. The Note is secured by, among others, the following documents, each dated November 21, 1988 (collectively, "Loan Documents"):
  - (i) Mortgage, Assignment of Leases and Security Agreement ("Mortgage") made by the Yondorf to Lender and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on November 29, 1988 as Document No. 88548653;
  - (ii) Assignment of Rents made by Yondorf to Lender and recorded in the Office of the Recorder of Deeds for Cook County, Illinois on November 29, 1989 as Document No. 88548454; and
  - (11i) Assignment of Plans, Specifications, Developer's Rights, Construction and Service Contracts made by Yondorf to Londer.
- D. Pursuant to a certain Guaranty of Note and Mortgage, dated November 21, 1968 ("Guaranty") made by the Partners in favor of Lender, the Partners jointly and severally guaranteed, subject to limitations contained therein, (i) the payment by Yondorf of the amounts provided for in the Note, the Loan Agreement, the Mortgage and other Loan Documents, and (ii) the performance by Yondorf of the covenants to be performed and observed by Yondorf pursuant to the provisions thereof.
- E. Yondorf has requested that Lender increase the maximum aggregate amount of the Original hoan from \$3,000,000.00 to \$3,570,000.00 which the Lender is willing to do subject to Yondorf and the Partners agreeing to the terms and conditions contained in this First Amendment (the Original Loan as so amended being hereinafter referred to as the "Amended Loan").

NOW, THEREFORE, in order to induce Lender to increase the amount of the Original Loan from \$3,000,000.00 to \$3,570,000.00, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Yondorf, the Partners and Lender hereby agree as follows:

- 1. The Recitals set forth above are hereby incorporated herein and made a part hereof and, except as otherwise expressly provided herein, all terms used herein shall have the same meanings ascribed to such terms in the Loan Agreement.
- 2. Yondorf hereby confirms and certifies to Lender that each representation and warranty contained in the Loan

- documents, each dated Movember 23, 1968 (collectivel) - com bbouments";:-
  - (1) Mostbaaga, Assipament of issies and season Agreement (1902 tracks and Agreement (1902 tracks and recorded in the Office of the Resorder of Deeds for Cook County, Illinois on Movember 23, 1958 as Dodument Ru. 085485537
- (11) Assignment of Kents name to Condition (11) sed in terrouse out to satisfied by hi bebrower, bus County Tilinois on Worksber 24, 1989 as Equipment in . bas (188888888
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Agreement is true, complete and correct in all respects as of the date hereof.

- The number "\$3,000,000.00" contained in paragraph A of the Recitals in the Loan Agreement is hereby deleted and the number "\$3,570,000.00" is hereby substituted in lieu thereof.
- The principal amount of the Note is hereby increased from Three Million Dollars (\$3,000,000.00) to Three Million Five Hundred Seventy Thousand Dollars (\$3,570,000.00).
- The number "\$3,000,000.00" contained in the first "WHEREAS" clause of the Mortgage is hereby deleted and the number "\$3,570,00% of hereby substituted in lieu thereof.
- 6. The number "\$3,000,000.00" contained in the second unnumbered paragraph of the Assignment of Rents is hereby deleted and the number "\$3,570,000.00" is hereby substituted in lieu thereof.
- The number "\$3,000,000.00" contained in the third "WHEREAS" clause of the Guaranty is hereby deleted and the number "\$3,570,000.00" is hereby substituted in lieu thereof.
- The obligations of Lender to amend the Loan shall be subject to Yondorf and the Partners delivering or causing to be delivered to Lender the following items, all of which shall be in a form and substance acceptable to the Lender:
  - (a) this First Amendment duly executed by Yondorf and the Partners; and
  - an endorsement to the Loan Policy issued by the (b) Chicago Title Insurance Company, No. 71-85-722, describing the insured Mortgage therounder as including this First Amendment, extending the effective date of the Loan Policy to the date of the recording of this First Amendment and increasing the amount of insurance under the Title Policy to \$3,570,000.
- In addition to the loan expenses described in the Loan Agreement, the Note, and the Loan Documents, Yondorf and the Partners hereby agree to pay all expenses, charges, costs and, fees hereby relating to this First Amendment, including Lender's attorneys' fees in connection with the negotiation and documentation of the agreements contained in this First Amendment, all recording fees and charges, title insurance charges and premiums,

Agreement as brue, complete and correct in all respuers as of the date hereof.

- A digitation of the realization follows 1960,000 agrancing for the expension of the contract o
- From Three Million Dollais (\$3.000.00) the Moto is hosely servesself from Three Million Dollais (\$3.000.00) to Taleo Million Hill Handred Seventy Thousend Dollars (\$3.379.000.00)

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and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this First Amendment.

- 10. All references to the Loan Agreement contained in the Note, the Guaranty and the Loan Documents, all as amended by this First Amendment, shall be deemed to refer to the Loan Agreement as amended by this First Amendment.
- 11. All references to the Note contained in the Loan Agreement, the Guaranty and the Loan Documents, all as amended by this rirst Amendment, shall be deemed to refer to the Note as amended by this First Amendment.
- All references to the Mortgage contained in the Loan Agreement, the Note, the Guaranty, and other Loan Documents, all as amended by this First Amendment, shall be deemed to refer to the Mortgage as amended by this First Amendment.
- 13. All references to the Assignment of Rents contained in the Loan Agreement, the Note, Guaranty and the Loan Documents, all as amended by the First Amendment, shall be deemed to refer to the Assignment of Rents as amended by this First Amendment.
- 14. All references to the Guaranty contained in the Loan Agreement, the Note and the Loan Documents, all as amended by this First Amendment, shall be deemed to refer to the Guaranty as amended by this First Amendment.
- arrant to Lender that each has full power and authority to execute and deliver this First Amendment and to perform its or his respective obligations hereunder. Upon the execution and delivery hereof, this First Amendment will be valid, binding and enforceable upon Yondorf and each of the Partners in accordance with its terms. Execution of this First Amendment does not and will not contravene, conflict with, violate or constitute a default under any agreement, indenture or instrument to which Yondorf or any of the Partners is a party or is bound.
- 16. Yondorf and each of the Partners represent and warrant to Lender that no default or event or condition which would become a default with the giving of notice or passage of time, or both, exists under the Loan Agreement, the Note, the Mortgage, the Guaranty or any of the Loan Documents.
- 17. There is no condition, event, or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or

and all diner expenses, charges, costs and form referred to in or necessitated by the termin of this Sirat Assodment.

- 10. All references to the lash Accessor cours well to the the Motestant cours well to the Motes Motes Cart and the Loca Motes at, at, an example the this first Amendment, and another the decreed to other to the law of Agreement as amended by this First Amendment.
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- 14. All references by the functioner successioners in the Losar Agreement, the Moterary Lidence instruction by this First Amendment, stall be described to take to the duarancy as anonded by this First Amendment.
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demands pending or threatened effecting Yondorf, any of the Partners or the Property which would prevent Yondorf or the Partners from complying with or performing its or his respective obligations under the Loan Agreement, the Note, the Mortgage, the Guaranty and other Loan Documents, all as amended by this First Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

- 18. Yondorf hereby ratifies and confirms its liabilities and obligations under the Loan Agreement, the Note, the Mortgage, the Guaranty and the other Loan Documents, all as amended by this First Amendment, and the liens and security interests created hereby and thereby, and acknowledges that it has no defences, claims or set-offs to the enforcement by Lender of its obligations and liabilities under the Loan Agreement, the Note, the Mortgage, the Guaranty and other Loan Documents, all as amended by this First Amendment.
- 19. Each Fartner hereby consents to the execution and delivery by Yondorf of this First Amendment. Each Partner hereby ratifies and confirms his liabilities and obligations under the Loan Agreement, the Note, the Mortgage, the Guaranty and other Loan Documents, as amended by this First Amendment, and each acknowledges that he has no defenses, claims, or set-offs, to the enforcement of the liabilities and obligations of each Partner to Lender under the above.
- 20. This First Amendment shall be binding on Yondorf and each of the Partners and their respective heirs, legatees, administrators, personal representatives, successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns. The obligations and liabilities of Yondorf and the Partners under this First Amendment shall be joint and several and in accordance with their respective obligations under the Loan Agreement, the Note, the Mortgage, the Guaranty and other Loan Documents.
- 21. Except as expressly provided herein, the Toan Agreement, the Note, the Mortgage, the Guaranty and other Loan Documents shall remain in full force and effect in accordance with their respective terms.

demands pending or threatered effecting forforf, are of the Pertners for the Partners for the Property which would prevent forform transfer to espective arthers from trapflying with air performing the states of the espective unitinations under the footenament, the color of the espective during and other book locuments, till as manded by the First Amendment, with a manded by the First the Amendment, with the transfer to the time time there is the forth the such state compliance or partners and to be seen any such selective exists.

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IN WITNESS WHEREOF, this First Amendment has been entered into as of the date first above written.

LENDER:

AFFILIATED BANK/NORTH SHORE NATIONAL

By: Franch Bassack UP
It: VICE PRESIDENT

Attest:

Its: COMMERCIAL LOPN OFFICER

**BORROWER:** 

YONDORF PARTNERS, an Illinois general partnership

By: Kenneth Lewis

James Coyne

Timothy Glascott

James Gardineer

individually and as all of the partners of the aforesaid partnership

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IN MITNESS WHEREOF, this First Assemblant has been intered into as of the date first above written.

LENDER.

AFFILITATED BANKINGETH SHORE HATTOWAL

Dy San Carlotte Carlotte

Attest:

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I, the undersigned, a Notary Public in and for said County and State, do hereby certify that KENNETH LEWIS 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 is a partner of Yondorf Partners, an Illinois general partnership, and that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act, for the use and purpose therein set forth.

GIVIN under my hand and notarial seal this \_\_\_\_\_\_ yeurles, 1989.

> T " OFFICIAL TIMOTHY GLASCOTT ANTARY PUBLIC, STATE OF ILLINOIS

My Commission expires MY COMMISSION EXPIRES 5/14/9

STATE OF ILLINOIS SS COUNTY OF COO

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that JAMES COYNI 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 is a partner of Yondorf Partners, an Illinois general partnership, and that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act, for the use and purpose therein set forth.

GAVEN under, my hand and notarial seal this \_\_\_\_ day OF Septembe, 1989.

OFFICIAL SEAL " TIMOTHY GLASCOTT NOTARY PUBLIC, STATE OF ILLINOIS S My Commission expires MY COMMISSION EXPIRES 5/14/91

NOTARY PUBLIC

STWEE OF ILLINGIS

COUNTY OF LESSEE

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STATE	OF	ILLINOIS	)	
		A of	)	SS
COUNTY	OF	Cook	<b>—</b> )	

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that TIMOTHY GLASCOTT 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 is a partner of Yondorf Partners, an Illinois general partnership, and that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act, for the use and purpose therein set forth.

GIVIN under my hand and notarial seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 1989.

MICHAEL I. BROWN
NOTARY PUBLIC, STATE OF ILLUTOIS
TO Commission Expires: Jan. 17, 1993

NOTARY PUBLIC

My Commission expires

STATE OF ILLINOIS )
COUNTY OF Cook )
SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that JAMES GAUDINEER 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 is a partner of Yondorf Partners, an Illinois general partnership, and that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act, for the use and purpose therein set forth.

of Jensey, 1989.

" OFFICIAL SEAL " NOTARY PUBLIC

My Commission expires

"OFFICIAL SEAL "
TIMOTHY GLASCOTT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/14/91

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STATE OF ILLINOIS )  COUNTY OF COOK )
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that JOAN H. BASSAK and FRANCES POWERS, respectively, of AFFILIATED BANK/NORTH SHORE NATIONAL 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 they signed, sealed, and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act of said association for the use and purpose therein set forth.
GIVEN under my hand and notarial seal this <u>13th</u> day of <u>SEPTEMBER</u> , 1989.
Jally J. June
My Commission expires  "OFFICIAL SEAL" Sally A. Srena Netary Public, State of Illinois My Commission Expires 4115/81
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EXHIBIT A

THE PROPERTY

LOTS 39 THRU 45 (EXCEPT THOSE PARTS OF LOTS 39 AND 40 CONVEYED TO THE NORTHWESTERN ELEVATED RAILROAD COMPANY FOR RIGHT OF WAY PURPOSES BY QUIT CLAIM DEEDS RECORDED ON DECEMBER 29, 1898 AS DOCUMENT NUMBERS 2768868 AND 2768943 AND EXCEPT THE SOUTH 5 FT. OF THE SOUTH 14 FT. OF LOTS 39 AND 40 AND EXCEPT THE SOUTH 5 FT. OF THE SOUTH 33 F1. OF LOTS 41, 42 AND 43 AND EXCEPT THAT PART OF LOT 41 CONVEYED TO CLARENCE BUCKINGHAM BY WARRANTY DEED RECORDED NOVEMBER 31, 1895 IN BOOK 5548, PAGE 47 AS DOCUMENT 2306978) IN SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 OF SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 14-33-313-066, 073, and 074

742-59 W. NORTH AVE., PLAGO, CO.

A. FIELHSE

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