

Record and Return To:
The First National Bank of Chicago
Attn.: David C. Warner
Community Development Banking
Mail Suite 0289
One First National Plaza
Chicago, Illinois 60670-0289

Prepared by:
David C. Warner (above)

NOTE: THIS SPACE FOR RECORDER'S USE ONLY

Address: See Exhibit "A" attached
hereto and made a part hereof
Tax No.: See Exhibit "A" attached
hereto and made a part hereof

MODIFICATION AGREEMENT

THIS AGREEMENT made this 1st day of April 1, 1998 ("Date Hereof"), among THE FIRST NATIONAL BANK OF CHICAGO ("Lender") and THE OMNIBUS FINANCIAL GROUP L.L.C., an Illinois limited liability company [f/n/a The Omnibus Group, L.L.C.] ("Borrower").

RECITALS:

A. Lender has previously made a revolving credit loan to Borrower in the principal amount of FOUR HUNDRED THOUSAND AND NO/100 Dollars (\$400,000.00) pursuant to a loan agreement dated September 9, 1997, as the same may be amended and/or replaced from time to time (the "Acquisition Loan Agreement"), note of even date therewith as amended and/or replaced from time to time ("400k Note"), mortgage of even date therewith as the same may be amended ("Mortgage") and other loan documents evidencing and securing loan as amended.

B. Lender has also previously made a revolving construction loan to Borrower in the principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) pursuant to a loan agreement dated October 10, 1997, as the same may be amended and/or replaced from time to time [and was most recently replaced by loan agreement dated February 12, 1998] (the "Construction Loan Agreement"), note of even date therewith as the same may be amended and/or replaced from time to time [and was most recently replaced by note dated February 12, 1998] ("1.5MM Note"), Mortgage and other documents evidencing and securing loan as amended. The Acquisition Loan Agreement and the Construction Loan Agreement shall collectively be referred to as "Loan Agreements". All documents evidencing or securing either or both of the above referenced loans are sometimes referred to as "Loan Papers".

C. Mortgage conveys certain land and improvements legally described therein ("Land and Improvements"), recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Cook County Recorder's Office") as Document Number 97716833 with modifications subsequently recorded and recorded in the office of the Recorder of Deeds of Mc Henry County, Illinois ("Mc Henry County Recorder's Office") as Document Number 97R49611 with modifications subsequently recorded, as the same may be amended from time to time by Modification Agreements. Mortgage secures both the 400k Note and the 1.5MM Note as well as performance of other obligations pursuant to Loan Agreements and other Loan Papers.

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D. Loan Agreement requires Borrower to execute this Modification Agreement, granting first security interests in lot(s) legally described in Exhibit "A" concurrently with Borrower's acquisition thereof.

E. The Omnibus Group, L.L.C., an Illinois limited liability company officially changed its name to The Omnibus Financial Group, L.L.C. pursuant to articles of amendment filed with the Illinois Secretary of State's office on February 26, 1998.

NOW, THEREFORE, in consideration of the payments made and to be made by Borrower, as hereinafter provided, and the performance of the terms, covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. INTEGRATION AND CONSTRUCTION. The forgoing Recitals are incorporated herein as an integral and sustaining part hereof. This Modification Agreement is intended to encumber and submit additional land to the liens of the Mortgage and other Loan Documents and all of the terms and provisions thereof, and shall be construed consistently with and in furtherance of Loan Agreement, Mortgage and other Loan Documents.

2. GRANTING CLAUSE: ADDITIONAL LAND ENCUMBERED BY LOAN DOCUMENTS. Borrower does hereby GRANT, MORTGAGE AND CONVEY TO LENDER, as mortgagee, its successors and assigns, to secure payment of all indebtedness of loans evidenced and secured by Loan Papers in the aggregate principal amount not to exceed an aggregate principal balance of ONE MILLION NINE HUNDRED THOUSAND DOLLARS (\$1,900,000.00), including interest thereon, (with total security including advances to protect collateral, not to exceed \$3,800,000.00), the property situated in Cook County, Illinois legally described on Exhibit "A", together with all "Other Interests" and "Improvements" (as such terms are defined in Mortgage) with respect to the land legally described on Exhibit "A" to HAVE AND TO HOLD, forever, Mortgage hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption of the State of Illinois and any rights of redemption to the fullest extent permitted by law. All terms and conditions of the Mortgage and other Loan Papers shall apply fully to the property described in Exhibit "A" as though set forth at length herein.

3. ADDITIONAL PROVISIONS: Concurrently with the execution hereof:

- a. Borrower shall deliver to Lender satisfactory endorsements to Loan Policy insuring the continued validity and priority of the lien of Mortgage, following the recording of this Agreement (subject only to the matters set forth on Schedule B of loan Policy), confirming all endorsements thereto and covering all property set forth in Mortgage and Exhibit "A"; and
- b. Borrower shall pay all title and recording charges and other costs and expenses (including attorney's fees) incurred by Lender by reason of the matters specified herein and the preparation of this Agreement and all other documents necessary and required to effectuate the provisions hereof.

4. ENTIRE AGREEMENT: Borrower and Lender each acknowledge that there are no other agreements or representations, either oral or written, express or implied, not embodied in this Agreement, or other Loan Papers, which, together, represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender and, except to the extent modified herein, the provisions of other Loan Papers are hereby ratified and confirmed.

Nothing contained herein or in other Loan Papers to the contrary notwithstanding shall be deemed to release, affect or impair indebtedness or the rights of Lender to enforce its remedies pursuant hereto and to other Loan Papers, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief.

IN WITNESS WHEREOF, Lender and Borrower have caused this Loan Modification Agreement to be signed by their respective duly authorized officers and have executed this Assignment on the day and year first above written.

Lender:

THE FIRST NATIONAL BANK OF CHICAGO

By: [Signature]

Title: Vice President

Borrower:

THE OMNIBUS FINANCIAL GROUP L.L.C.,
an Illinois limited liability company

By: [Signature]

Title: Member

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, IDA M. RIDDLE, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David C. Warner, of THE FIRST NATIONAL BANK OF CHICAGO ("Bank") personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of April, 1998.
Ida M. Riddle
Notary Public

My Commission Expires:
10/4/99



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 before me this day personally appeared JACK D'AVINTE known to me to be the Member of THE OMNIBUS FINANCIAL GROUP L.L.C., an Illinois limited liability company ("Company") whose name is subscribed to this instrument and acknowledged to me that he/she executed and delivered this instrument as his/her free and voluntary act, for the uses and purposes set forth above and the free and voluntary act of Company.

GIVEN under my hand and notarial seal this 1st day of April, 1998.
Ida M. Riddle
Notary Public

My Commission Expires:
10/4/99

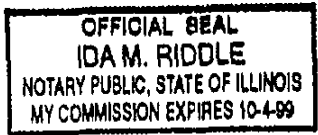


EXHIBIT "A"

Legal Description

Commonly Known Address: 6113 South Kimbark Avenue
Chicago, Cook County, Illinois 60637

Property Tax I. D. Number: 20-14-408-002-0000

LOT 22 IN BLOCK 2 IN SUBDIVISION OF BLOCKS 1 AND 2 IN O. R. KEITHS SUBDIVISION OF THE
SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, LYING
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known Address: 5532-34 South Prairie Avenue
Chicago, Cook County, Illinois 60653

Property Tax I. D. Number: 17-34-309-058-0000 and 17-34-309-059-0000

LOTS 40 AND 41 IN ROBERTSON AND FITCH'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST
1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.