5965/0111 27 001 Page 1 of 13 1999-06-28 11:38:33 Cook County Recorder 45.00



LOAN MODIFICATION AGREEMENT

This Loa i Modification Agreement (the "Agreement") is made as of May 2, 1999, by and among 451 W. Aldine LLC, an Illinois limited liability company, whose address is 1512 North Fremont, Chicago, Illinois 60622 ("Borrower"), and LaSalle Bank FSB, whose address is 8303 West Higgins Road, Chicago, Illinois 60631 ("Lender");

RECITALS:

- A. On January 12, 1999, Lender made a construction loan to Borrower in the maximum principal amount of \$1,200,000 (the "Loan") pursuant to the terms of that certain Construction Loan Agreement between Borrower and Lender dated January 12, 1999 (the 'Lean Agreement"). The Loan is evidenced by that certain Secured Promissory Note dated January 12, 1909 (the "Note") and secured by, among other things, a Mortgage and Security Agreement (the "Mortgage") dated January 12, 1999, made by Borrower in favor of Lender and recorded on January 19, 1999 as Document No. 99054617, in the Office of the Recorder of Deeds, Cook County, Illinois, encumbering the real property described in Exhibit A attached hereto and made a part hereof (the "Mortgaged Property") (the Loan Agreement, Note, Mortgage and all other instruments evidencing or securing the Loan are referred to collectively nerein as "Loan Documents").
- B. Borrower has asked Lender to increase the maximum principal amount of the Loan to \$1,683,000 and to make additional advance(s) under the Construction Note in the aggregate amount of \$483,000 in accordance with the terms of the Loan Agreement, and Lender has agreed to do so on the terms set forth herein.
- C. All capitalized terms not defined in this Agreement shall have the same meanings as set forth in the Loan Documents. To the extent of any conflict between the terms of this Agreement and the terms of the Loan Documents, this Agreement shall be controlling.

PREPARED BY AND UPON RECORDING RETURN TO:

Thomas R. Brashler Stahl Brashler LLC 20 East Jackson Boulevard, Suite 1600 Chicago, Illinois 60604 PROPERTY ADDRESS:

451 W. Aldine Chicago, Illinois

BOX 333-CTT



AGREEMENTS:

NOW THEREFORE, in consideration of the covenants, promises and recitals set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Adoption of Recitals. The parties acknowledge that the Recitals are true and correct and are incorporated into this Agreement as though fully set forth herein.

2. Acknowledgments.

- a. Borrower hereby acknowledges and confirms to Lender that the outstanding principal balance of the Mortgage Note as of the date hereof is \$679,070.83.
- b. Porrower acknowledges and confirms to Lender that: (i) all sums due Lender under the Note, as costed above, are due and payable without any defense or right of setoff or reduction by Porrower existing as of the date hereof; (ii) that the security interests and liens granted under the Loan Documents and other related security documents are valid, binding and enforceable in accordance with their terms; and (iii) that Lender has fully performed all of its obligations which were required to be performed prior to the date hereof with respect to the Loan and under the Loan Documents.
- c. Borrower hereby affirms and restates all representations, warranties and covenants made by Borrower under the Loan Documents.
- Increase of Loan Amount and Interest Reserve; Revision of Release Prices. Lender 3. hereby agrees to increase the Loan Amount (as defined in the Loan Agreement) and the principal amount of the Note to One Million Six Hundred Eighty-Three Thousand Dollars (\$1,683,000), and agrees to make additional disbursements of principal under the Loan in an aggregate amount not exceeding Four Hundred Eighty Three Thousand Dollars (\$483,000) (the "Additional Princip.d") pursuant to the terms of the Loan Agreement as modified by this Agreement. The Additional Principal shall be disbursed by Lender to Borrower through the Construction Escrowee pursuant to the provisions of the Loan Agreement, and shall be disbursed in accordance with the revised construction budget attached hereto as Exhibit B, which shall constitute the Construction Budget as defined in the Loan Agreement. The increased maximum principal amount of the Loan is set forth in the First Amended and Restated Secured Promissory Note in the form attached hereto as Exhibit C (the "Restated Note"). Concurrently herewith, Borrower shall execute and deliver to Lender the Restated Note, and the Restated Note shall be substituted for the Note for all purposes under the Loan Documents. The Interest Reserve, as defined in the Loan Agreement, is hereby increased to \$70,000. The Lender-approved sale prices for the Units in the Project, as set forth in Section 3.9 of the Loan Agreement, are hereby revised as set forth in Exhibit B hereto.
- 4. <u>Fees and Expenses</u>. Borrower shall pay concurrently herewith to Lender a loan fee in the amount of \$4,830, and shall pay all costs and fees, including but not limited to appraisal fees, title charges, recording fees and attorneys' fees, incurred by Lender in connection with this Agreement. Borrower shall cause this Agreement to be recorded and a date-down endorsement to be issued to Lender's title insurance policy covering the recording of this Agreement, which shall be in form satisfactory to Lender. It shall be a condition precedent to Lender's agreements hereunder that all documents and other requirements of

Lender be delivered and satisfied, including but not limited to the payment of all fees and costs relating hereto, issuance of the endorsement to Lender's title insurance policy, and delivery of such other documents as Lender may reasonably require to effect the purposes hereof.

- 5. Waiver and Release of Claims and Defenses. Borrower hereby waives, discharges and forever releases Lender and its employees, officers, directors, attorneys, stockholders, successors and assigns (the "Released Parties") from and of any and all claims, causes of action, allegations or assertions that Borrower has, had, or may have had at any time up through and including the date of this Agreement against any or all of the Released Parties relating to the Loan Documents or Lender's actions or omissions in connection with the Loan, regardless of when any of such claims, causes of action, allegations or assertions arose.
- 6. Continuing Performance. Borrower agrees to continue performance of all covenants under the Loan Documents as modified hereby and to pay the indebtedness set forth in the Restated Note and the Note. Nothing in this Agreement shall in any manner impair the Restated Note, the Note, or any of the other Loan Documents, as modified hereby, and nothing herein shall alter, waive, modify or affect any promise, agreement, covenant or condition recited in any of the Loan Documents (except as specifically set forth herein) or affect or impair any rights, powers or remedies of Lender under the Loan Documents. Borrower hereby restates and reaffirms all representations, warranties and covenants made by it under the Loan Documents. All other terms and conditions of the Loan and the Loan Documents shall remain unchanged.
- 7. <u>Guarantor Consent</u>. This Agreement is expressly subject to and conditioned upon execution and delivery by John Supera of his reaffirmation of guaranty and consent to the modifications set forth herein, in the form set forth in the attached Guarantor Reaffirmation and Consent.

IN WITNESS WHEREOF, Borrower and Lender have executed this Loan Modification Agreement as of the date first above written.

LENDER:

LASALLE BANK FSB

Name /

BORROWER:

451 W. ALDINE V.C., an Illinois limited

liability company.

John W. Supera, Manager

ACKNOWLEDGMENT, REAFFIRMATION AND CONSENT BY GUARANTORS

The undersigned Guarantor ("Guarantor") hereby acknowledges and reaffirms his obligations under that certain Continuing Unconditional Guaranty ("Guaranty") executed by Guarantor dated January 12, 1999 in favor of LaSalle Bank FSB ("Lender"), consents to the terms and provisions of that certain Loan Modification Agreement (the "Agreement") dated of even date herewith by and between 451 West Aldine LLC, an Illinois limited liability company ("Borrower"), and Lender, and consents to Borrower's execution and delivery of the Amended and Restated Secured Promissory Note ("Restated Note") pursuant to the terms of the Agreement. Guarantor specifically acknowledges the increased principal amount of the Restated Note and all other amended loan terms as set forth therein. Guarantor acknowledges that he is benefitted by the Agreement and that said benefits are good and valuable consideration for Guarantor's execution and delivery of this acknowledgment, reaffirmation and consent, and Guarantor hereby waives all claims and defenses arising out of Borrower's execution and delivery of the Agreement, the Restated Note, or any of the other Loan Documents (as defined in the Agreement). Nothing contained in the Agreement or the transactions contemplated thereby shall be deemed or construed to be a waiver of or a consent to any breach or default in the performance by Guarantor of his obligations to Lender whether evidenced by the Guaranty, the Agreement, the Loan Documents (as defined in the Agreement) or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all of its rights and remedies under the Guaranty for a breach of Borrower's obligations under the Loan Documents, the Agreement, or the Restauct Note.

Dated as of the 28th day of May, 1999.

John M. Supera

99618449

COUNTY OF COOK)
\mathcal{A}_{i}
I, Namy Gonzales, a Notary Public in and for said County, in the State aforesaid, DO HEREBY
CERTIFY, that John M. Supera, the duly authorized manager of 451 W. ALDINE 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 and
delivered the said instrument, as Manager of said company and individually, as his free and voluntary act

Witness my hand and seal this 25 day of May, 1999.

for the uses and purposes therein set forth.

STATE OF ILLINOIS

My Commission Expires:

OFFICIAL SEAL
NANCY GONZALES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-30-2000

EXHIBIT A-LEGAL DESCRIPTION

THE EAST 70 FEET OF THE WEST 150 FEET OF THAT CERTAIN TRACT OF LAND DESCRIBED AS LOTS TWENTY-TWO (22) "B", TWENTY-THREE (23) TWENTY-FOUR (24) TWENTY-FIVE (25) TWENTY-SIX (26) TWENTY-SEVEN (27) TWENTY-EIGHT (28) AND TWENTY-NINE (29) IN BLOCK TWO (2) IN LAKE SHORE SUBDIVISION OF LOTS 24, 25 AND 26 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Common Address: 451 West Aldine, Chicago, Illinois 60657 D13-000COOK COUNTY CLOTHES OFFICE

PIN: 14-21-312-013-0000

EXHIBIT B CONSTRUCTION BUDGET

Sources and Uses:

SOURCES:

LaSalle Bank Loan Borrower's Total Equity

TOTAL

\$1,683,000 00 420,000 00

\$2,103,500,00

USES:

Building Acquisition Construction Costs General Contractor Contingency Interest Reserve Soft Costs

TOTAL

\$ 200,000,00 200,000,00 100,000,00 40,000,00 70,000,00 93,500,00

\$2,103,500.00

UNIT SALES PRICE

ORIGINAL ALES PRICE

Firs Floor Second Floor Third Floor \$750,000.00 \$625,000.00 \$800,000.00 REVISED SALES PRICE

\$900,000.00 \$750,000.00 \$925,000.00

99618449

EXHIBIT C

FIRST AMENDED AND RESTATED SECURED PROMISSORY NOTE

\$1,683,000

May ___, 1999 Chicago, Illinois

FOR VALUE RECEIVED, the undersigned, 451 W. Aldine LLC, an Illinois limited liability company ("Borrower"), hereby promises to pay to the order of LaSalle Bank FSB, its principal office and place of business located at 8303 West Higgins Road, 6th Floor, Chicago, Illinois 60631-2941, or any successor holder of this Note ("Lender"), at Lender's principal place of business, or such other place or places as Lender from time to time may designate in writing, the principal sum of ONE MILLION SIX FUNDRED EIGHTY-THREE THOUSAND DOLLARS (\$1,683,000.00), or so much thereof as may be disbursed to Borrower by Lender pursuant to the Construction Loan Agreement ("Loan Agreement) between Borrower and Lender dated January 12, 1999, as modified by that certain Loan Modification Agreement of even date herewith ("Modification"), together with interest thereon as provided herein, in lawful money of the United States of America.

- 1. Interest Rate. The unpaid principal amount hereof shall bear interest at the rate equal to the floating Prime Commercial Interest Rate of LaSalle National Bank, Chicago, Illinois, as announced and as changing from time to time (the "Interest Rate"), from the date of disbursement hereunder on the unpaid principal balance hereof from time to time outstanding. All interest due hereunder shall be computed for the actual number of days clapsed on the basis of a year consisting of three hundred sixty (360) days. The use of term "Prime Commercial Interest Rate" herein is not intended to mean, and does not imply, that said rate of interest is a preferred rate of interest or one offered by Lender or LaSalle National Bank, to only its most credit worthy customers. Monthly interest installments will change to reflect changes in the Interest Rate and changes in the principal balance from time to time as provided herein.
- 2. Repayment. Interest shall be payable at the Interest Rate monthly "in arrears" commencing June 1, 1999 and on the first (1st) day of each month thereafter, with a final payment of all outstanding principal and accrued but unpaid interest due on January 12, 2060 ("Maturity Date"). The proceeds from the sale of collateral secured by the Mortgage described below shall be paid to Lender and applied to repayment of the indebtedness evidenced by this Note, as a condition of Lender's partial release of its mortgage lien thereon.
- 3. <u>Disbursements</u>. All disbursements of principal under this Note shall be made in accordance with the Loan Agreement. The sum of \$70,000 (or the current balance of the Interest Reserve under the terms of the Loan Agreement) of the principal amount of this Note shall be retained by Lender in a non-interest accruing reserve and disbursed for the payment of interest on the indebtedness evidenced by this Note, all in accordance with and subject to the provisions of the Loan Agreement. All advances and repayments hereunder shall be evidenced by entries on the books and records of Lender which shall be presumptive evidence of the principal amount and interest owing and unpaid on this Note. The failure to so record any such amount or any error in so

recording any such amount shall not, however, limit or otherwise affect the obligations of Borrower hereunder or under any note to repay the principal amount of the liabilities together with all interest accruing thereon. It is expressly understood that this Note does <u>not</u> represent a revolving line of credit, and that any principal which is repaid by Borrower may not be re-borrowed.

- Security for Note. The payment of this Note is secured by all security interests, liens, pledges, assignments and encumbrances concurrently herewith or from time to time hereafter granted by or for Borrower to Lender in connection with this Note, including, but not limited to, the liens evidenced by that certain Mortgage and Security Agreement of even dated herewith executed by Borrower ("Mortgage") encumbering the real property commonly known as 451 West Aldine, Chicago, Illinois ("Premises"), the Loan Agreement, that certain Assignment of Leases and Rents executed by Borrower (the "Assignment"), that certain Continuing Guaranty of Payment and Performance ("Guaranty") executed by John Supera ("Guarantor"), that certain Environmental Indemnity Agreement executed by Borrower and Guarantor, and such other instruments, documents and agreements evidencing and/or securing the payment of this Note as Borrower or any other person executes and delivers to Lender now and from time to time hereafter (the Note, Mortgage, Loan Agreement, Assignment, Guaranty and all other documents described in the preceding sentence, as modified by the Modification, shall be collectively referred to as the "Loan Documents"). The Premises and all other property, rights and assets pledged or given to secure this Note are herein referred to as the "Mo.tgaged Property". The terms and provisions of the Loan Documents are incorporated herein by this research thereto as if fully set forth herein, including but not limited to the right to accelerate the full amount due hereunder in the event of an unpermitted sale or transfer as defined in the Mortgage or any further encumbrance of the Mortgaged Property.
- 5. Prepayment. This Note may be prepaid in whole or in part without penalty prior to the Maturity Date provided such prepayment is made on the first day of any calendar month during the term of this Note or upon a permitted conveyance of all or a notion of the Mortgaged Property in accordance with the Mortgage. All partial prepayments shall be applied first to interest, charges and other fees due hereunder or under the Loan Documents and them to the principal balance.
- 6. Acceleration on Default; Waivers. If any payment due under his Note or any other monies owing from Borrower to Lender hereunder or under the Loan Documen's is not paid within five (5) days after the date when due, or if Borrower otherwise defaults under the terms of this Note or if a default or event of default occurs under any of the Loan Documents (after the capitation of any applicable grace or cure periods specifically provided for therein) (collectively referre 1to herein as a "Default"), then all indebtedness evidenced by this Note, together with all other monies owing hereunder by Borrower to Lender, will be due and payable in full. The acceptance by Lender of any payment, partial or otherwise, made hereunder after the time when it becomes due as herein set forth will not establish a custom or constitute a waiver by Lender of any right to enforce prompt payment thereof or a waiver of any other Default or the same Default on another occasion. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES THE APPLICATION OF ANY AND ALL OF THEIR RIGHTS AND POWERS UNDER ALL STATUTES OF LIMITATION AND SIMILAR STATUTES AND LAWS AS TO THIS NOTE AND ALL PORTIONS HEREOF. DEMAND, PRESENTMENT FOR PAYMENT, PROTEST

AND (EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN) NOTICE OF NON-PAYMENT AND PROTEST HEREBY ARE WAIVED BY BORROWER AND EVERY ENDORSER AND/OR GUARANTOR HEREOF.

- 7. <u>Default Rate of Interest</u>. If any payment or other monies owing to Lender are not paid when due, or upon the acceleration of the indebtedness evidenced hereby, then, from the due date of such amounts until all accrued, unpaid interest, all prepayment premiums, and any other amounts due hereunder or under any of the Loan Documents are paid or otherwise satisfied in full, all such amounts and indebtedness shall bear interest at the Default Rate. As used herein, the "Default Rate" means a per annum rate of interest equal to the Interest Rate as changing from time to time plus five (5%) percent.
- 8. Lite Charge. In the event Lender receives any payment due under this Note more than fifteen (15) days after the due date therefor, Lender, at its sole election and in its sole discretion, may collect from Borrower a "late charge" of five cents (\$0.05) for each one dollar (\$1.00) of such delinquent payment to reight urse Lender for the extra administrative cost and expense involved in handling the late payment. Lender's acceptance of any late charge payment shall not constitute a waiver of any of its rights or remedies or of any Default which may then or thereafter occur or exist hereunder.
- 9. Fees and Expenses. If Lender employs counsel for advice with respect to the Loan Documents to respond to any request of Borrower, including but not limited to, a request for a consent, waiver, amendment or interpretation of the Loan Documents or to intervene, file a petition, answer, motion or other pleading in any suit or proceeding (bankruptcy or otherwise) relating to the Loan Documents or the Mortgaged Property, or to attend to collect this Note or said other monies from, or to enforce the Loan Documents against, Borrower or any other party, then, in any such event, to the extent permitted by law all of the reasonable attenders' and paralegals' fees and expenses arising from such services, and all expenses, costs and charges relating thereto, shall be an additional liability owing hereunder by Borrower to Lender, payable within five (5) days of demand and bearing interest at the Default Rate, from the date of demand until paid in full to Lender and shall be secured by the lien evidenced by the Mortgage.
- limited so that in no contingency or event whatsoever, whether by reason of disbursement of the proceeds hereof or otherwise, shall the amount paid or agreed to be paid by Borrower to Lender for the use, detention or forbearance of the amounts to be disbursed hereunder exceed the highest lawful rate of interest permissible under the law which a court of competent jurisdiction, by a final non-appealable order, determines is applicable hereto ("Highest Lawful Rate"). If fulfillment of any provision herein contained at the time performance of such provision becomes due involves exceeding the Highest Lawful Rate, then <u>ipso facto</u>, the obligation to fulfill the same shall be reduced to such Highest Lawful Rate. If by any circumstance Lender shall ever receive as interest an amount which would exceed the Highest Lawful Rate, the amount which may be deemed excessive interest shall be applied to the principal and not to interest, or, if such excessive interest exceeds the unpaid principal under this Note, such excess shall be refunded to Borrower. All interest

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paid or agreed to be paid to Lender under this Note or any instrument executed in connection with this Note shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal (including the period of any renewal or extension of this Note) so that the interest on this Note for such full period shall not exceed interest computed at the Highest Lawful Rate. It is Lender's intention that the performance of any provision herein never result in any payments due or paid which involve exceeding the Highest Lawful Rate. The terms and provisions of this Paragraph shall control all other terms and provisions contained herein, in the Mortgage and in the other Loan Documents. If any provision of this Note or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Note and the application of such provision to other parties or circumstances shall not be affected thereby, the provisions of this Note being severable in any such instance. Borrower acknowledges that the loan evidenced by this Note is a business loan as defined in the Illinois Interest Act.

- Maivers: Continued Liability. It is agreed that the granting to Borrower or any other party of an extension or extensions of time for the payment of any sum or sums due under this Note, the Mortgage or the other Loan Documents or for the performance of any term, provision, covenant or agreement of this Note, the Mortgage or the other Loan Documents, or the taking or releasing of security or collateral for the payment of this Note or the exercising or failure to exercise of any right or power under this Note, the Mortgage or the other Loan Documents, shall not in any way release or affect the liability of Borrower evidenced by this Note.
- 12. <u>Amendments and Modifications</u>. This Note may not be amended or modified, nor shall any revision hereof be effective, except by an instrument in writing expressing such intention executed by Lender and directed to Borrower.
- 13. <u>Choice of Law</u>. This Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, including, but not limited to, the legality of the interest charged hereunder, by the statutes, laws and decisions of the State of Illinois.
- 14. Borrower Waivers of Service and Jury Trial. Borrower, in order to induce Lender to accept this Note and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, HEREBY WAIVES TO THE EXTENT PERMITTED BY LAW, PERSONAL SERVICE OF ANY AND ALL PROCESS UPON BORROWER AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO BORROWER AT 1512 NORTH FREMONT, CHICAGO, ILLINOIS 60622 (OR SUCH OTHER ADDRESS AS BORROWER SHALL SPECIFY BY WRITTEN NOTICE TO LENDER) AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE CIRCUIT COURT OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS. BORROWER WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION WHICH THE BORROWER MAY HAVE BASED ON IMPROPER VENUE OR 99618449

FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING INSTITUTED HEREUNDER.

- Binding Effect. Wherever the term "Borrower" is used in this Note, the term shall 15. include (unless otherwise expressly indicated) Borrower and its successors and assigns, as the case may be. This Note shall be binding upon Borrower and shall inure to the benefit of Lender and its successors and assigns.
- Severability. Any provision of this Note which is unenforceable or contrary to 16. applicable law, the inclusion of which would affect the validity, legality or enforcement of this Note, shall be of no effect, and in such case all the remaining terms and provisions of this Note shall be fully effective, in same as though no such invalid provision had ever been included in this Note.
- THIS NOTE IS GIVEN IN SUBSTITUTION FOR AND 17. Restatement of Debt. REPLACEMENT OF, BUT NOT IN PAYMENT OF, THAT CERTAIN SECURED PROMISSORY NOTE DATED JANUARY 12, 1999 (THE "EXISTING NOTE"), EXECUTED BY THE UNDERSIGNED MAKER AND MADE PAYABLE TO THE ORDER OF LENDER IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,200,000. THE INDEBTEDNESS EVIDENCED BY THE EXISTING NOTE IS CONTINUING INDEBTEDINGSS, AND NOTHING HEREIN SHALL BE DEEMED TO CONSTITUTE A PAYMENT, SETTLEMENT OR NOVATION OF THE EXISTING NOTE, OR RELEASE OR OTHERWISE ADVERSE AFFECT ANY LIEN OR SECURITY INTEREST SECURING SUCH INDEBTEDNESS OR ANY RIGHTS OF THE LENDER AGAINST ANY PARTY. ALL AMOUNTS OUTSTANDING UNDER THE EXISTING NOTE SHALL BE AUTOMATICALLY TRANSFERRED TO, AND BE DEEMED TO BE QUISTANDING UNDER, THIS NOTE.

IN WITNESS WHEREOF, the Borrower has executed and celivered this Note as of the day and year er Control first above written.

BORROWER:

451 W. Aldine LLC, an Illinois limited liability con

nn M. Supera, Managing Member