

2510/0045 90 001 Page 1 of 5
2001-05-30 11:33:23
Cook County Recorder 29.50

This instrument prepared /
by and after recording /
return to: Pamela Hoffman /

American National Bank /
Division 508 /
120 S. LaSalle Street /
Chicago, IL 60603 /



RETURN TO:
Lexis Document Services
135 South LaSalle Street
Suite 2260
Chicago, IL 60603

CES

1672175-2

**FOURTH AMENDMENT AND MODIFICATION AGREEMENT
(Leasehold Mortgage)**

This Modification Agreement is effective as of this 7th day of March, 2001, between CDR Associates, Inc. (hereinafter referred to as "Mortgagor"), Steven A. Fishman and Lilly Fishman (hereinafter referred to as "Mortgagor"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Mortgagee").

WITNESSETH

WHEREAS, on April 28, 1995, CDR ASSOCIATES, INC. executed in favor of Mortgagee, a Leasehold Mortgage (the "Leasehold Mortgage") subsequently recorded on May 2, 1995 in Cook County, Illinois as Document Number 95289366, as amended by First Amendment to Leasehold Mortgage dated November 1, 1995, subsequently recorded on November 9, 1995, as Document No. 95776545, and further amended by Second Amendment to Leasehold Mortgage dated December 20, 1996, subsequently recorded on March 19, 1997, as Document No. 97189321, and further amended by Third Amendment to Leasehold Mortgage dated October 31, 1998, subsequently recorded on January 29, 1999, as Document No. 99101100, all recorded with the Cook County Recorder of Deeds, on the premises commonly known as 919 North Michigan Avenue, Chicago, Illinois and specifically described on exhibit "A" attached hereto and incorporated herein. The Mortgage was given by Mortgagor to secure payment to Mortgagee of a note dated December 20, 1996 in the principal sum of Two Hundred Seventy Five Thousand and 00/100 DOLLARS (\$275,000.00) (the "Original Note") executed by CDR Associates, Inc. (hereinafter referred to as "Borrower"); and

WHEREAS, CDR Associates, Inc. and Chicago Dental Restorative Associates P.C. has executed a new note dated as of March 7, 2001 in the principal sum of Two Hundred Seventy Five Thousand and 00/100 DOLLARS (\$275,000.00). This note replaces and restates the Original Note is collectively referred to hereinafter as the "Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage as herein set forth; and

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage as follows:

1. The name of the Borrower is hereinafter and collectively referred to as CDR Associates, Inc. and Chicago Dental Restorative Associates P.C.
3. The Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage.
4. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note and Mortgage.
5. This Modification shall be incorporated into and made a part of the Mortgage and Note, as amended, and all other related loan documents executed by Mortgagor.
6. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Mortgagee such additional documentation as Mortgagee shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Mortgagee by or on behalf of Mortgagor.
7. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
8. This Modification shall inure to the benefit of Mortgagee's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

CDR Associates, Inc.

BY: [Signature]

ITS: President

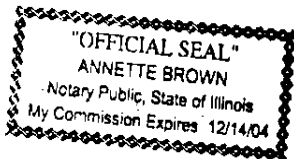
STATE OF ILLINOIS

COUNTY OF COOK

)
SS.
)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Steven H. Fishman, personally known to me to be the President and _____, personally known to me to be the _____ of CDR Associates, Inc., a(n) _____ corporation, appeared before me this day in person and severally acknowledged that as such President and _____ they signed and delivered the said instrument as President and _____ of said Corporation pursuant to authority given by the Board of Directors of said Corporation as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of March, 2001.



Annette Brown
Notary Public

"MORTGAGEE"

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: Pamela S Hoffman

ITS: Vice President

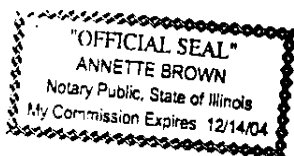
STATE OF ILLINOIS)

)SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Pamela S Hoffman, as Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, appeared before me this day in person and acknowledged that as such Vice President that he/she signed and delivered the said instrument as Vice President of said Corporation pursuant to authority given by the Board of Directors of said Corporation as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14th day of March, 2001.



Annette Brown
Notary Public

EXHIBIT "A"
CDR ASSOCIATES, INC.

PARCEL 1:

LOTS 23 TO 31, BOTH INCLUSIVE, IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO. A SUBDIVISION OF PART OF BLOCK 13 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR LIGHT, AIR AND VIEW FOR THE BENEFIT OF PARCEL 1 IN, OVER, ABOVE AND ACROSS THE FOLLOWING DESCRIBED AREA:

COMMENCING AT A HORIZONTAL PLANE PARALLEL TO AND 63 FEET ABOVE CHICAGO CITY DATUM AND EXTENDING VERTICALLY UPWARDS TO THE ZENITH BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL 1, 62 FEET EAST OF THE WESTERLY LINE OF SAID PARCEL 1, THENCE SOUTH ALONG A LINE PARALLEL TO AND 62 FEET EAST OF THE WESTERLY LINE OF LOTS 26 AND 27 IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO AFORESAID (SAID WESTERLY LINE OF LOTS 26 AND 27 AFORESAID BEING A CONTINUATION OF THE WESTERLY LINE OF PARCEL 1 EXTENDED SOUTH), A DISTANCE OF 25 FEET TO A POINT IN SAID LOT 26; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF PARCEL 1, A DISTANCE OF 88 FEET EAST TO A POINT IN LOT 24 IN SAID ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO AFORESAID; THENCE NORTH ALONG A LINE PARALLEL TO THE WESTERLY LINE OF LOTS 26 AND 27 AFORESAID, A DISTANCE OF 25 FEET TO THE SOUTH LINE OF PARCEL 1; THENCE WEST ALONG THE SOUTH LINE OF PARCEL 1, A DISTANCE OF 88 FEET TO THE PLACE OF BEGINNING, AS CREATED BY AGREEMENT BETWEEN THE PALMOVIVE PEET COMPANY, A CORPORATION OF DELAWARE, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 25, 1927 AND KNOWN AS TRUST NUMBER 19104, DATED MARCH 31, 1928 AND RECORDED APRIL 30, 1928 AS DOCUMENT 10005790, AND ALSO RECORDED JUNE 21, 1932 AS DOCUMENT 11106014, AND AS CONTINUED AND PRESERVED BY INSTRUMENT DATED DECEMBER 26, 1958 AND RECORDED DECEMBER 26, 1958 AS DOCUMENT 17413316, IN COOK COUNTY, ILLINOIS.

Commonly Known as: 919 N. Michigan Ave., Suite 1600, Chicago, Illinois

PIN: 17-03-213-001