

This instrument was prepared
by and after recording return to:

Sandra L. Waldier
Bell, Boyd & Lloyd LLC
70 West Madison, Suite 3100
Chicago, Illinois 60602



0020242215

FOURTH AMENDMENT TO LOAN DOCUMENTS

This FOURTH AMENDMENT TO LOAN DOCUMENTS (the "Amendment") is made as of the 1st day of December, 2001, by and between LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender"), and GARFIELD-HALSTED, L.L.C., an Illinois limited liability company ("Borrower").

Recitals

A. Lender has made a loan to Borrower in the principal amount of Two Million Two Hundred Ninety Five Thousand Dollars (\$2,295,000) (the "Loan") pursuant to a Construction Loan Agreement between Borrower and Lender dated October 18, 1999 ("Loan Agreement"). Initially capitalized terms used in this Amendment and not expressly defined herein have the meanings given them in the Loan Agreement.

B. Lender and Borrower have entered into a First Amendment to Loan Documents, dated as of January 18, 2001, and recorded April 12, 2001, with the Cook County Recorder of Deeds as Document No. 0010295264 (the "First Amendment") which, among other things, decreased the loan amount to SIX HUNDRED THIRTY THOUSAND FIVE HUNDRED SIXTY TWO AND 99/100 DOLLARS (\$630,562.99); a Second Amendment to Loan Documents dated as of June 1, 2001, and recorded August 20, 2001, with the Cook County Recorder of Deeds as Document No. 0010766679 (the "Second Amendment") which, among other things, extended the Loan Maturity Date; and a Third Amendment to Loan Documents dated as of September 1, 2001, and recorded November 28, 2001, with the Cook County Recorder of Deeds as document 0011115820 (the "Third Amendment, and together with the First Amendment and Second Amendment, the "Previous Amendments").

C. The Loan is evidenced by a Note, as amended by the Previous Amendments, from Borrower to Lender, and is secured by, among other things, a Mortgage from Borrower to Lender dated as of October 18, 1999, and recorded October 26, 1999, with the County Recorder of Cook County, Illinois as Document No. 09004535 (the "Mortgage"), and an Assignment of Rents and Leases recorded October 26, 1999, with the County Recorder of Cook County, Illinois as Document No. 09004536.

Box 136
SLW

The Mortgage and Assignment of Rents and Leases, as amended by the Previous Amendments, encumber the real estate legally described in Exhibit A attached hereto and made a part hereof.

D. Borrower, Lender and Guarantor desire to amend the Loan Agreement, the Mortgage, the Assignment of Rents and Leases and certain of the other Loan Documents on the terms and conditions set forth in this Amendment.

Agreements

In consideration of the Recitals set forth above, which by this reference are made a part of this Amendment, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lender and Borrower agree as follows:

1. Extension of Loan Maturity Date. The Loan Maturity Date is hereby extended to December 1, 2001. All references in the Loan Agreement, Note, Mortgage and the other Loan Documents to the Loan Maturity Date shall be deemed references to the Loan Maturity Date as extended to March 1, 2002.

2. Amendment to Loan Agreement. In the definition of "Loan Maturity Date" in Section 1.1 of the Loan Agreement, the phrase "December 1, 2001" is deleted and the phrase "March 1, 2002" is substituted in its place.

3. Amendment to Note. The Note is amended by deleting the phrase "December 1, 2001" from Paragraph 2(a) and substituting the phrase "March 1, 2002" in its place.

4. Amendment to Mortgage. The Mortgage is amended by deleting the phrase "December 1, 2000" in the fifth line of Recital C and substituting the phrase "March 1, 2002" in its place.

5. Amendment to Assignment of Rents and Other Additional Collateral. The Assignment of Rents and other Additional Collateral are amended as follows: all references therein, if any, to the Loan Maturity Date, shall constitute references to the Loan Maturity Date as extended pursuant to this Amendment.

6. Consent and Ratification of Guarantor. In consideration of this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby acknowledge and consent to the execution of this Amendment by the parties hereto and to all of the terms, conditions and provisions hereof. The Payment Guaranty is amended to provide that all references in the Payment Guaranty to any one or more of the Loan Documents shall be deemed references to such Loan Documents as amended by this Amendment. Guarantor acknowledges and agrees that the Payment Guaranty remains in full force and effect, as amended by this Amendment. Guarantor also agrees that as of the date of this Amendment it has no defense, set-off or counterclaim to or against enforcement of the Payment Guaranty, as amended hereby, in accordance with their respective terms.

7. Consent and Ratification of Indemnitor. In consideration of this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnitor (as defined in the Environmental Indemnity Agreement dated as of October 18, 1999, from Borrower, Laurence Ashkin, Arthur Slaven, John McLinden and Sherwood Blitstein to Lender) does hereby acknowledge and consent to the execution of this Amendment by the parties hereto and to all of the terms, conditions and provisions hereof. The Environmental Indemnity Agreement is amended to provide that all references in the Environmental Indemnity Agreement to any one or more of the Loan Documents shall be deemed references to such Loan Documents as amended by this Amendment. Indemnitor acknowledges and agrees that the Environmental Indemnity Agreement remains in full force and effect, as amended by this Amendment. Indemnitor also agrees that as of the date of this Amendment it has no defense, set-off or counterclaim to or against enforcement of the Environmental Indemnity Agreement, as amended hereby, in accordance with their respective terms.

8. Reaffirmation of Representations and Warranties. The Borrower hereby certifies and confirms to Lender that all of the representations and warranties set forth in the Mortgage, Note and the Loan Documents, as amended hereby, remain true and correct in all respects as of the date hereof.

9. No Default. Borrower hereby certifies and confirms to Lender that no Event of Default or event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default, has occurred and is continuing.

10. Ratification of Mortgage, Note and Loan Documents. Borrower hereby ratifies and reaffirms the Mortgage, Note and the other Loan Documents, as amended hereby, and the obligations, liabilities, liens, encumbrances and security interests created thereby. Borrower hereby acknowledges that neither Borrower nor any person or entity claiming by, through or under Borrower has any defense or claim for setoff against the enforcement by Lender of any of the Mortgage, Note or the other Loan Documents, as amended hereby.

11. Full Force and Effect. The Mortgage, Note and the other Loan Documents, as amended hereby, shall remain in full force and effect in accordance with their respective terms and provisions.

12. Binding Obligation. This Amendment and the Mortgage, Note and the other Loan Documents, as amended hereby, are and shall continue to be binding on Borrower and its successors and assigns, and inure and shall continue to inure to the benefit of Lender and its successors and assigns.


13. Payment of Costs. Borrower shall pay all of Lender's costs and expenses incurred by Lender in connection with this Amendment, including without limitation, a fee to Lender in the amount of \$750.00 and all legal fees of Lender's counsel in connection herewith, and the enforceability of this Amendment against Lender is conditioned upon payment of said costs and expenses.

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Lender and Borrower have executed this Amendment as of the date first above written.

BORROWER:

GARFIELD-HALSTED, L.L.C., an Illinois limited liability company

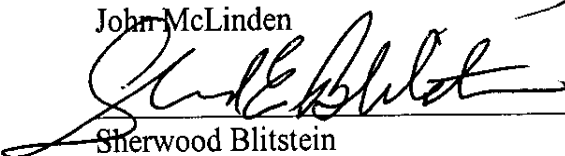
By: 
John McLinden, its Manager

GUARANTOR (as to Section 6 hereof only):


Laurence Ashkin




Arthur Slaven


John McLinden


Sherwood Blitstein

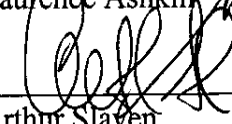
LENDER:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

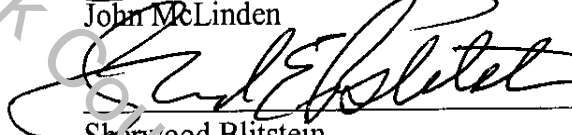
By: 
Its: 

INDEMNITOR (as to Section 7 hereof only):


Laurence Ashkin


Arthur Slaven


John McLinden


Sherwood Blitstein

20242215

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EXHIBIT A

Legal Description

LOT 6 THROUGH 16 IN BLOCK 7 OF H.B. BRYANT'S ADDITION TO CHICAGO IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

Address: Northeast corner of Garfield Blvd. and Halsted St., Chicago

P.I.N.s: 20-09-328-022
20-09-328-023
20-09-328-024
20-09-328-025
20-09-328-036
20-09-328-037

20242215

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STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

20242215

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John McLinden personally known to me to be the Manager of Garfield-Halsted, L.L.C., an Illinois limited liability company (the "Company"), and 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 as such Manager he signed and delivered the said instrument, pursuant to authority given by said Company, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of February, 2002.



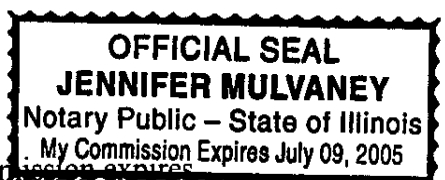
Jennifer Mulvaney
Notary Public

My commission expires _____.

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 Laurence Ashkin, Arthur Slaven, John McLinden and Sherwood Blitstein, individually, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of February, 2002.



Jennifer Mulvaney
Notary Public

My commission expires _____.

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03/01/2007

Property of Cook County Clerk's Office

OFFICIAL SEAL
CLERK OF COOK COUNTY
JANUARY 1, 2007
JANUARY 1, 2007

OFFICIAL SEAL
CLERK OF COOK COUNTY
JANUARY 1, 2007
JANUARY 1, 2007

UNOFFICIAL COPY

20242215

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 ANDREA M. Patchin personally known to me to be the Act. V.P. of LaSalle Bank National Association, a national banking association, who is 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 as such Act V.P., 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 22nd day of February, 2002.

Maria T. Esparza
Notary Public

My commission expires _____



County Clerk's Office