



Doc#: 0425132032
Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
Date: 09/07/2004 10:54 AM Pg: 1 of 9

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Wells Fargo Foothill, Inc.
1000 Abernathy Road
Suite 1450
Atlanta, Georgia 30328
Attention: Kristy Louks

**AMENDMENT NUMBER FOUR TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This AMENDMENT NUMBER FOUR TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment") is made and entered into as of this 6th day of July, 2004, by and between GREYHOUND LINES, INC., a Delaware corporation (the "Trustor"), and WELLS FARGO FOOTHILL, INC., a California corporation (formerly known as Foothill Capital Corporation) (the "Beneficiary"), with reference to the following facts:

WITNESSETH

WHEREAS, the Trustor, as borrower, on the one hand, and the Beneficiary, as agent, and certain the financial institutions party thereto as lenders ("Lenders"), on the other hand, have previously entered into that certain Amended and Restated Loan and Security Agreement, dated as of May 14, 2003 (as amended from time to time, the "Loan Agreement"), whereby the Beneficiary and Lenders agreed to make certain financial accommodations available to the Trustor in the amounts and on the terms specified therein (collectively, the "Loan"); and

WHEREAS, the Loan is secured by, *inter alia*, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing described on Exhibit "A" attached hereto and incorporated hereby (as amended, from time to time, the "Mortgage"), which such Mortgage encumbers the property described on Exhibit "B" attached hereto and incorporated hereby; and

WHEREAS, the Trustor, as borrower, on the one hand, and the Beneficiary and Lenders, on the other hand, are concurrently herewith entering into that certain Amendment Number One to Amended and Restated Loan Agreement (the "First Amendment"), which such agreement amends the Loan Agreement; and

WHEREAS, the parties desire to amend the Mortgage, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgage is hereby amended as follows:

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1. The terms "Loan and Security Agreement" and "Loan Agreement" as used in the Mortgage shall hereafter refer to the Amended and Restated Loan Agreement, together with all amendments, restatements, modifications, supplements, extensions and/or renewals thereof, including, without limitation, the First Amendment.

2. The Trustor waives, to the maximum extent permitted by applicable law, any rights it may have under applicable law relating to the prohibition of the obtaining of deficiency judgment by the Beneficiary against the Trustor.

3. The Trustor hereby reaffirms all of the terms, provisions, covenants, warranties, representations and agreements contained in the Mortgage as modified by this Amendment.

4. Except as expressly modified in this Amendment, all of the terms, provisions, covenants, warranties, representations and agreements contained in the Mortgage are, and shall remain, in full force and effect.

5. This Amendment may be executed in one or more counterparts, which, when executed by all parties, shall constitute one complete original and shall be binding on the parties hereto.

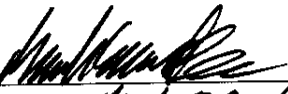
[remainder of page left blank intentionally; signatures to follow]

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In witness whereof, the parties hereto have executed this document as of the date first set forth above.

“Trustor”

GREYHOUND LINES, INC.,
a Delaware corporation

By: 
Name: Mark E. Goddard
Its: SUPV Secretary

Approved as to form

By: 
Attorney 6/29/04

“Beneficiary”

WELLS FARGO FOOTHILL, INC.,
a California corporation

By: _____
Name:
Its:

Property of Cook County Clerk's Office

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STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On JUNE 29th, 2004 before me, the undersigned, a notary public in and for said State, personally appeared MARK E. SOUTHERST personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Linda K. Meyer

Notary Public

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In witness whereof, the parties hereto have executed this document as of the date first set forth above.

“Trustor”

GREYHOUND LINES, INC.,
a Delaware corporation

By: _____

Name:

Its:

“Beneficiary”

WELLS FARGO FOOTHILL, INC.,
a California corporation

By:  _____

Name: Kasin M. Brandt

Its: Asst. Secy

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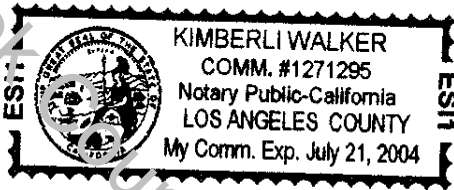
STATE OF California)
) ss.
COUNTY OF Los Angeles)

On July 2, 2004 before me, the undersigned, a notary public in and for said State, personally appeared Kevin M Brandy personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that (s) he/she/they executed the same in (his) her/their authorized capacity(ies), and that by (his) her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kimberli Walker
Notary Public

[SEAL]



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Exhibit "A"

DESCRIPTION OF MORTGAGE

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated October 24, 2000 and recorded on January 2, 2001 in the Official Records of Cook County, State of Illinois as instrument no. 0010003350, as amended and modified, from time to time.

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Exhibit "B"

LEGAL DESCRIPTION

SITE NO. 45

PARCEL 1:

Lots 7 and 8 (except the North 26 feet of said lots) Lots 11 to 14 both inclusive, 17, 18, 19 and the North $\frac{1}{2}$ of Lot 20 and all of Lot 24 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 1 to 4 both inclusive in Berdel and Maurer's Subdivision of Lot 23 and the South $\frac{1}{2}$ of Lot 20 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lot 9 (except the North 26 feet thereof), Lots 10, 15 and 16 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lots 1 to 5 in Assessor's Division of Lots 21 and 22 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

All that part of vacated South Law Avenue lying West of and adjoining the West line of Lots 8, 11, 14, 17 and 20 in Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian lying West of and adjoining the West line of Lot 4 in Berdel and Maurer's Subdivision of Lot 23 and the South $\frac{1}{2}$ of Lot 20 in Block 30 in said School Section Addition lying East of and adjoining the East line of Lots 9, 10, 15 and 16 in Subdivision of Block 30 in School Addition to Chicago aforementioned, lying East of and adjoining the East line of Lot 5 in Assessor's Division of Lots 21 and 22 in Block 30 in School Section Addition to Chicago aforementioned, and lying South of and adjoining a line drawn from a point on the West line of said Lot 8 which is 26 feet South of the

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Northwest corner thereof to a point on the East line of said Lot 9 which is 26 feet South of the Northeast corner thereof, in Subdivision of Block 30 in School Section Addition to Chicago aforementioned all in Cook County, Illinois.

Permanent Tax Numbers: 17-16-125-005 Volume: 591
17-16-126-012

PROPERTY ADDRESS: 630 W. Harrison, Chicago, Illinois

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