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AFTER RECORDING RETURN TO:

RESERVED FOR COUNTY

RECORDER:

Jessica Karel LaSalle Bank National Association 1301 East Ogden Avenue Naperville, Illinois 60563

©60€102160

Doc#: 0608102160 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 03/22/2006 09:19 AM Pg: 1 of 4

PERMANENT INDEX NUMBER:

07-33-101-534

COMMON ADDPLESS:

951 Estes Court Schaumburg, Illinois

FOURT I AMENDMENT TO MORTGAGE

THIS FOURTH AMENDMENT TO MORTGAGE dated as of February 13, 2006 (this "Amendment") is between FOX SPRINKLER SUPPLY CORPORATION, having an office located at 951 Estes Court, Schaumburg, Illinois (the "Mortgagor") and LASALLE BANK NATIONAL ASSOCIATION, f/k/a LaSalle National Bank, a national hanking association (the "Mortgagee").

RECITALS:

- A. The Mortgagor executed (i) that certain Mortgage and Security Agreement dated as of December 19, 2002 for the benefit of the Mortgagee (the "MSA"), recorded on January 3, 2003 as Document No. 0030008586 the Office of the Cook County Recorder of Deceds (the "Recorder's Office"), (ii) that certain Assignments of Rents and Leases dated as of December 19, 2.02 for the benefit of the Mortgagee (the "Assignment"), recorded on January 3, 2003 as Document No. 0030008587 in the Recorder's Office, (iii) that certain Amendment No. 1 to Mortgage dated as of July 8, 2003 recorded on August 11, 2003 as Document No. 0322317214 in the Recorder's Office, (iv) that certain Second Amendment to Mortgage dated as of July 1, 2004 recorded on March 24, 2005 as Document No. 0508313254 and (v) that certain Third Amendment to Mortgage dated as of July 1, 2005, recorded on January 13, 2006 as Document No. 0601326098 encumbering certain property commonly known as 951 Estes Court, Schaumburg, Illinois, as more particularly described in Exhibit A attached hereto (the "Premises"). The MSA, as amended by the aforesaid Amendments, is referred to herein as the "Mortgage"; the Mortgage and the Assignment are referred to herein as the "Mortgage Documents").
- B. The Mortgagor and the Mortgagee intend to amend the Mortgage Documents in accordance with the provisions hereof,

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. From and after the date hereof, any reference in the Mortgage Documents to the Note shall be deemed to include a reference to that certain \$350,000 Term Note No. 2 dated as of February 13,

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2006 executed by the Mortgagor and payable to the order of the Mortgagee (the "Term Note No. 2") in addition to the reference to the Replacement Revolving Note and the Replacement Term Note, collectively, and the "Loan" shall be deemed to be a reference to the indebtedness evidenced by the Replacement Revolving Note, the Replacement Term Note and the Term Note No. 2 collectively.

2. All the terms of the Mortgage Documents are hereby incorporated by reference herein, and the Mortgage Documents, except as hereby modified, shall remain in full force and effect in all respects. The Mortgagor, by execution of this Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Mortgage Documents.

IN VICINESS WHEREOF, this Amendment has been duly executed as of the day and year first above written

FOX SPRINKLER SUPPLY CORPORATION

By: Its:

This Document Prepared by: Duane Lindquist, Esq.

LaSalle Bank Corporation 135 S. LaSalle Street, Ste. 925

Chicago, Illinois 60603

LASALLE BANK NATIONAL **ASSOCIATION**

By:

Of Colling Clart's Office

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STATE OF ILLINOIS)) SS
COUNTY OF COOK Dulage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **State Agrady** of FOX SPRINKLER SUPPLY CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 1st day of February, 2006.

Barbara Q. Seckinger

Notary Public

My Commission Expire:

1/23/200

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK Nullige "OFFICIAL SEAL"

BARBARA A. SECKINGER

NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires 01/23/2010

I, the undersigned, a Notary Public in and for said. County, in the State aforesaid, do hereby certify that Letter have of LASALLE BANK NATIONAL ASSOCIATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 1st day of February, 2006.

My Commission Expires:

173185933

"OFFICIAL SEAL"

BARBARA A. SECKINGER NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 01/23/2010

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" " UNOFFICIAL COPY

Exhibit A

LEGAL DESCRIPTION

PERMANENT INDEX NUMBER: 07-33-101-034

PROPERTY ADDRESS: 951 Estes Court, Schaumburg, Illinois

LOT 2 IN ESTES COURT COMMONS, BEING A SUBDIVISION IN THE EAST ½ OF THE RD PRIL.

Clark's Office NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.