

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Bell, Boyd & Lloyd LLC
70 West Madison Street
Suite 3100
Chicago, Illinois 60602
Attn: Terrence E. Budny, Esq.



Doc#: 0628322075 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/10/2006 12:34 PM Pg: 1 of 15

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FOURTH MODIFICATION OF LOAN DOCUMENTS

THIS FOURTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 17th day of July, 2006, by and among **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, and its successors and assigns ("Lender"), **U-STOR-IT JOINT VENTURE D**, an Illinois joint venture (the "Venture"), **U-STOR-IT (CICERO) LLC**, an Illinois limited liability company ("U-Cicero"), and **U-STOR-IT (DICKENS) LLC**, an Illinois limited liability company ("U-Dickens"), and together with **Venture and U-Cicero**, individually and collectively, the "Borrower", and **RONALD J. BENACH, WAYNE MORETTI and LAWRENCE NOXA** (individually and collectively, the "Guarantor").

Recitals

A. Lender has made a loan to Borrower in the maximum amount of TWENTY FIVE MILLION DOLLARS (\$25,000,000) (the "Loan") pursuant to the provisions of a Loan Agreement dated as of December 31, 2001, between Lender and Borrower, as amended by a Modification of Loan Documents dated June 19, 2002, and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on June 25, 2002, as Document No. 0020705747, a Second Modification of Loan Documents, dated January 17, 2006, and a Third Modification of Loan Documents, dated April 17, 2006 (collectively, the "Modifications", with such Loan Agreement as amended by the Modifications being referred to herein as the "Loan Agreement"), that certain Joinder and Assumption Agreement dated as of June 20, 2002, pursuant to which U-Bedford Park joined in and assumed the liability of Borrower under the Loan Documents (excluding the Guaranties), and that certain Joinder and Assumption Agreement dated as of July 8, 2003, pursuant to which U-Dickens joined in and assumed the liability of Borrower under the Loan Documents, excluding the Guaranties (the "U-Dickens Joinder"). Initially capitalized terms used but not expressly defined in this Agreement have the respective meanings given them in the Loan Agreement.

9900 35705 / 9900 35706 NK

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B. The Loan is evidenced by a Mortgage Note dated as of December 31, 2001, as amended by the Modifications, in the principal amount of \$25,000,000 from Borrower to Lender (the "Note"). The Note is secured by, among other things, the following:

1. That certain Construction Mortgage, Security Agreement and Financing Statement dated December 31, 2001 from U-Cicero to Lender recorded with the Recorder on January 23, 2002, as Document No. 0020090925, as amended by the Modifications ("U-Cicero Mortgage"), which U-Cicero Mortgage encumbers the real property and all improvements thereon legally described as Parcel 1 on Exhibit A hereto ("U-Cicero Property");
2. That certain Assignment of Rents and Leases dated December 31, 2001, from U-Cicero to Lender and recorded with the Recorder on January 23, 2002, as Document No. 0020090926, as amended by the Modifications (the "U-Cicero Assignment of Leases");
3. That certain Construction Mortgage, Security Agreement and Financing Statement dated July 8, 2003, from U-Dickens to Lender recorded with the Recorder on July 9, 2003, as Document No. 0319035219, as amended by the Modifications ("U-Dickens Mortgage"), which U-Dickens Mortgage encumbers the real property and all improvements thereon legally described as Parcel 7 on Exhibit A hereto ("U-Dickens Property");
4. That certain Assignment of Rents and Leases dated July 8, 2003, from U-Dickens to Lender and recorded with the Recorder on July 9, 2003, as Document No. 0319035220, as amended by the Modifications (the "U-Dickens Assignment of Leases");
5. Those certain Environmental Indemnity Agreements, one of which pertains to the U-Cicero Property and is dated December 31, 2001, and one of which pertains to the U-Dickens Property and is dated July 8, 2003, from Borrower and Guarantor to Lender, as amended by the Modifications (the "Indemnity Agreements");
6. That certain Payment Guaranty dated as of December 31, 2001, from Guarantor to Lender, as amended by that certain Amendment and Consent dated June 19, 2002 and by the Modifications (the "Payment Guaranty"), and two Completion Guaranties from Guarantor to Lender, one of which pertains to the U-Cicero Property and is dated December 31, 2001, as amended by that certain Amendment and Consent dated June 19, 2002 and by the Modifications, and one of which pertains to the U-Dickens Property and is dated July 8, 2003, as amended by the Modifications (collectively, the "Guaranties").
7. Certain other loan documents (the Loan Agreement, the Note, the U-Cicero Mortgage, the U-Cicero Assignment of Leases, the U-Dickens Mortgage, the U-Dickens Assignment of Leases, the Indemnity

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Agreements, the Guaranties, the U-Dickens Joinder and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended by the Modifications, are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower and Guarantor desire to amend the Loan Documents in accordance with the provisions of this Agreement.

Agreements

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Loan Maturity Date.** The Loan Maturity Date is hereby extended to September 17, 2006. All references in this Agreement and the Loan Documents to the Loan Maturity Date or the Maturity Date of the Loan shall be deemed references to September 17, 2006.

2. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

a. The representations and warranties of Borrower in the Loan Agreement, the Mortgages and the other Loan Documents are true and correct as of the date hereof.

b. There is currently no Event of Default (as defined in the Loan Agreement) under the Note, the Mortgages or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgages or the other Loan Documents.

c. The Loan Documents executed by Borrower are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

d. There has been no material adverse change in the financial condition of Borrower or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

e. As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

f. Venture, U-Cicero and U-Dickens each are validly existing under the laws of the State of Illinois and have the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery

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of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

3. **Representations, Warranties and Covenants of Guarantor.** Each Guarantor hereby represents, warrants and covenants, with respect to itself only, to Lender as follows:

a. The representations and warranties of such Guarantor in the Indemnity Agreements and Guaranties are true and correct in all material respects as of the date hereof.

b. There is currently no Event of Default (as defined in the Loan Agreement) under any of the Indemnity Agreements or Guaranties, and such Guarantor does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute any such Event of Default.

c. The Indemnity Agreements and Guaranties are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of such Guarantor, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

d. There has been no material adverse change in the financial condition of such Guarantor from the date of the most recent financial statement received by Lender.

e. As of the date hereof, such Guarantor has no claims, counterclaims, defenses, or set-offs with respect to the Indemnity Agreements or the Guaranties.

f. Such Guarantor has the requisite power and authority to execute and deliver this Agreement and to perform the Indemnity Agreements and Guaranties as modified herein. The execution and delivery of this Agreement and the performance of the Indemnity Agreements and Guaranties as modified herein have been duly authorized by all requisite action by or on behalf of such Guarantor. This Agreement has been duly executed and delivered on behalf of such Guarantor.

4. **Reaffirmation of Guaranty and Indemnity Agreement.** Each Guarantor ratifies and affirms the Indemnity Agreements and the Guaranties and agrees that the Indemnity Agreements and the Guaranties are in full force and effect following the execution and delivery of this Agreement.

5. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including attorneys' fees and expenses.

6. **Miscellaneous.**

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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b. This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it or he has been advised by its or his respective counsel of the legal and practical effect of this Agreement, and recognizes that it or he is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its or his own free will, without promises or threats or the exertion of duress upon it or him. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

c. Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.

d. Borrower, Guarantor and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

e. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

f. Any references to the "Note", the "Mortgages" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgages and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

g. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

h. Time is of the essence of each of Borrower's and Guarantor's obligations under this Agreement.

SIGNATURE PAGES FOLLOW

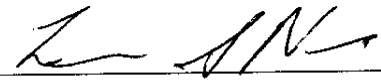
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

BORROWER

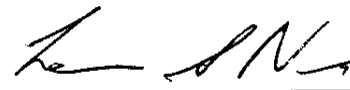
U-STOR-IT JOINT VENTURE D, an Illinois joint venture

By: Bluegill, LLC, an Illinois limited liability company, its Manager

By: 

U-STOR-IT (DICKENS) LLC, an Illinois limited liability company

By: Bluegill, LLC, an Illinois limited liability company, its Manager

By: 
Name: Lawrence Nora
Title: Manager

U-STOR-IT (CICERO) LLC, an Illinois limited liability company

By: Bluegill, LLC, an Illinois limited liability company, its Manager

By: 
Name: Lawrence Nora
Title: Manager

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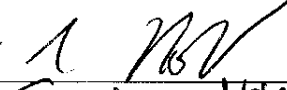
GUARANTOR


LENDER

Ronald J. Benach

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

Wayne Moretti

By: 
Name: Jacob Nodde
Title: AUP

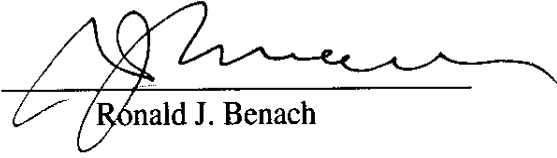

Lawrence Nera

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GUARANTOR

LENDER

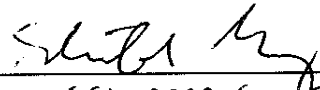


Ronald J. Benach

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association



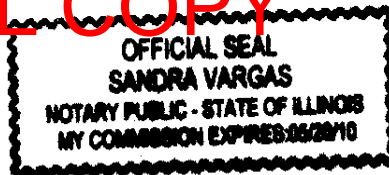
Wayne Moretti

By: 
Name: STAN SOREN
Title: AUP

Lawrence Nera

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I Sandra Vargas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jacob Nork, AVP of LaSalle Bank National Association, 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of September, 2006.

Sandra Vargas
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Lawrence Nora, the manager of Bluegill, LLC, an Illinois limited liability company, the manager of U-Stor-It Joint Venture D, an Illinois joint venture, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and the free and voluntary act of such company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ___ day of _____ 2006.

Notary Public

My Commission Expires: _____.

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of LaSalle Bank National Association, 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF ^{Boone} COOK)

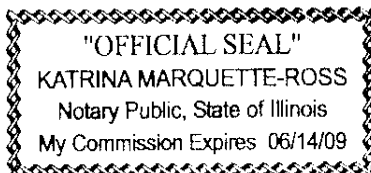
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Lawrence Nora, the manager of Bluegill, LLC, an Illinois limited liability company, the manager of U-Stor-It Joint Venture D, an Illinois joint venture, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and the free and voluntary act of such company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of August, 2006.

Katrina Marquette-Ross

Notary Public

My Commission Expires: 6/14/09



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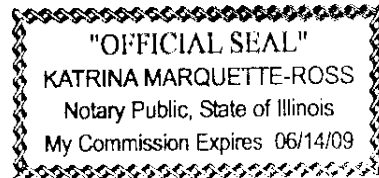
STATE OF ILLINOIS)
) ss.
COUNTY OF ~~COOK~~ ^{Boone})

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Lawrence Nora, the manager of Bluegill, LLC, an Illinois limited liability company, the manager of U-Stor-It (Cicero) LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and the free and voluntary act of such company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of August, 2006.

Katrina Marquette-Ross
Notary Public

My Commission Expires: 6/14/09



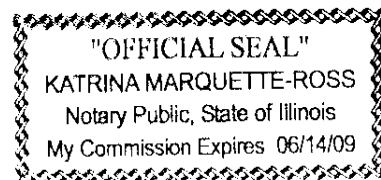
STATE OF ILLINOIS)
) ss.
COUNTY OF ~~COOK~~ ^{Boone})

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Lawrence Nora, the manager of Bluegill, LLC, an Illinois limited liability company, the manager of U-Stor-It (Dickens) LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and the free and voluntary act of such company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of August, 2006.

Katrina Marquette-Ross
Notary Public

My Commission Expires: 6/14/09



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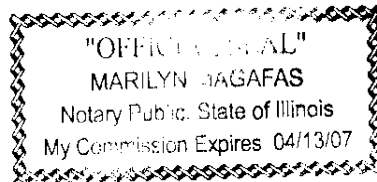
STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I Marilyn Magafas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ronald J. Benach, 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of August, 2006.

Marilyn Magafas
Notary Public

My Commission Expires: 4-13-07



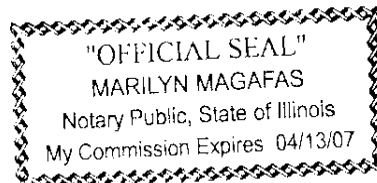
STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I Marilyn Magafas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne Moretti, 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of August, 2006.

Marilyn Magafas
Notary Public

My Commission Expires: 4-13-07

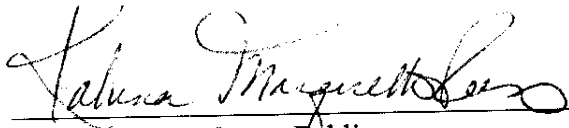


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STATE OF ILLINOIS)
) ss.
COUNTY OF Boone)

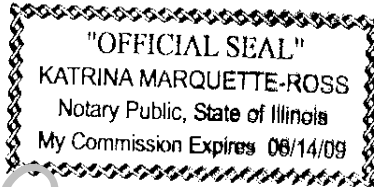
I Katrina Marquette-Ross, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence Nora, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of August, 2006.



Notary Public

My Commission Expires: 6/14/09



Property of Cook County Clerk's Office

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EXHIBIT A

THE PROPERTY

PARCEL 1:

U-STOR-IT (CICERO) LLC

PARCEL A:

THE NORTH 1000 FEET OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE WEST 227.25 FEET THEREOF AND EXCEPTING ALSO THEREFROM THAT PART THEREOF LYING NORTH OF THE SOUTHERLY LINE OF OGDEN AVENUE AND NORTH OF THE SOUTH LINE OF 31ST STREET), IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER WHICH IS 1000 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER AND RUNNING THENCE WEST ALONG A LINE DRAWN PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 440.55 FEET, MORE OR LESS, TO A POINT 227.25 FEET EAST OF THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTHEASTERLY AT AN ANGLE OF 29 DEGREES 49-1/2 MINUTES TO THE LAST DESCRIBED COURSE A DISTANCE OF 393.09 FEET; THENCE EASTERLY ALONG A LINE DRAWN PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 99.87 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER WHICH IS 1195.50 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE 195.50 FEET TO THE PLACE OF THE BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-32-203-018

ADDRESS: 5701 WEST OGDEN, CICERO, ILLINOIS

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PARCEL 2:**U-STOR-IT (DICKENS) LLC****PARCEL 1:**

A TRACT OF LAND IN THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTH LINE OF DICKENS AVENUE AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (NOW CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY) RIGHT OF WAY, BEING THE SOUTH 466 FEET, EXCEPT THE SOUTH 50 FEET FOR RAILROAD AND EXCEPT THE WEST 33 FEET FOR AUSTIN AVENUE, AND EXCEPT THAT PORTION OF SAID TRACT LYING EAST OF A STRAIGHT LINE DRAWN THROUGH A POINT IN THE NORTH LINE OF SAID SOUTH 466 FEET (BEING THE SOUTH LINE OF DICKENS AVENUE), WHICH POINT IS 562.25 FEET EAST OF THE EAST LINE OF NORTH AUSTIN AVENUE (SAID EAST LINE OF NORTH AUSTIN AVENUE BEING 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 32) AND A POINT IN THE NORTH LINE OF SAID RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY, WHICH POINT IS 561.89 FEET EAST OF SAID EAST LINE OF NORTH AUSTIN AVENUE, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 23 AND 24 IN THE RESUBDIVISION OF PARTS OF GRANDVIEW, BEING JOHN T. KELLEY AND OTHERS' SUBDIVISION OF THAT PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF GRAND AVENUE AND NORTH OF THE SOUTH LINE OF DICKENS AVENUE PRODUCED WEST, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JANUARY 31, 1914 AS DOCUMENT NO. 5349766, IN COOK COUNTY, ILLINOIS.

Address commonly known as: 5921 West Dickens, Chicago, Illinois 60639-4032

P.I.N.: 13-32-225-001 (Parcel 1)

13-32-219-032 (Lot 23 of Parcel 2)

13-32-219-033 (Lot 24 of Parcel 2)