

# UNOFFICIAL COPY



Doc#: 0703355158 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/02/2007 08:33 AM Pg: 1 of 6

*This instrument was prepared by and,  
after recording, return to:  
Geneva Leasing Associates, Inc.  
1525 Kautz Road  
Suite 600  
West Chicago, Illinois 60185  
Attn: Dena Jeanes*

Permanent Real Estate Tax Index No.:  
See **Exhibit A** attached

## THIRD MORTGAGE MODIFICATION

THIS THIRD MORTGAGE MODIFICATION ("Third Mortgage Modification") made and effective as of **16th day of December, 2006**, is made by

**Irving Park Development, L.L.C.**  
**an Illinois limited liability company**  
**853 North Elston Avenue**  
**Chicago, Illinois 60622**

("Mortgagor" sometimes referred to as "Borrower") in favor of Geneva Leasing Associates, Inc., an Illinois corporation, its participants, successors and assigns, 1525 Kautz Road, Suite 600, West Chicago, Illinois 60185, Attention: President ("Mortgagee" sometimes referred to as "Secured Party").

WITNESSETH:

WHEREAS, in connection with that certain Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated as of December 16, 2002, and recorded with the Cook County Recorder on December 23, 2002, as Instrument 0021430429 (the "Original Mortgage"), and that certain First Mortgage Modification, dated as of March 16, 2004, and recorded with the Cook County Recorder on March 31, 2004, as Instrument 0409127091 (the "First Mortgage Modification"), and that certain Second Mortgage Modification, dated as of March 16, 2006, and recorded with the Cook County Recorder on May 15, 2006, as Instrument 0613531007, is furnished by the undersigned;

A true and correct copy of the Original Mortgage, the First Mortgage Modification and the Second Mortgage Modification are in existence, recorded as

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indicated above, and incorporated by this reference. Reference is made to the Amended and Restated Note, dated as of March 16, 2004 and the Mortgage (including the First Mortgage Modification, the Second Mortgage Modification and this Third Mortgage Modification), respectively, and the other Loan Documents.

Unless defined herein, capitalized terms shall have the meanings ascribed to them in the Mortgage and in that certain Amended and Restated Financing Agreement entered into as March 16, 2004, as amended.

For the purpose of recordation and indexation of this Third Mortgage Modification, reference is made to the legal description of the Land attached to the Mortgage which for ease of reference is included in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

Mortgagor and Mortgagee further amend and otherwise modify the Mortgage (which shall be deemed to include the Original Mortgage, the First Mortgage Modification, the Second Mortgage Modification and this Third Mortgage Modification) by inserting at the bottom of the first page after the phrase "with interest," and before the phrase "and to secure the payment and performance of the Liabilities" the phrase "if not sooner paid, shall be due on or before **January 31, 2007**". Any and all references to a "Note" shall mean the Amended and Restated Note entered into as of March 16, 2004, as amended by the provisions of that certain Second Amendment to Amended and Restated Note, dated as of the 16<sup>th</sup> day of December, 2006 and the Second Amendment to Amended and Restate Note dated as of even date herewith. Accordingly, the undersigned accepts and agrees to such amendment and modification, and assumes any and all duties, obligations and liabilities in accordance with the provisions thereof.


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IN WITNESS WHEREOF, the Mortgagor, or its authorized representative, has executed this Third Mortgage Modification as of the date first appearing above.

**“Mortgagor”**

**Irving Park Development, L.L.C.**  
an Illinois limited liability company

By: Rezmar Corporation, an Illinois corporation  
Its: Manager

By:   
Robert S. Williams  
Its: President

PROPERTY OF COOK COUNTY CLERK'S OFFICE

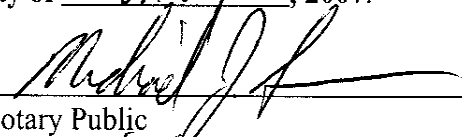
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STATE OF ILLINOIS     )  
  ) ss:  
COUNTY OF COOK     )

I, the undersigned, a Notary Public do hereby certify that **Robert S. Williams, President** of Rezmar Corporation, an Illinois corporation, Manager of **Irving Park Development, L.L.C.**, an Illinois limited liability company, appeared before me this day in person, and for and on behalf of **Irving Park Development, L.L.C.**, acknowledged the execution of the above and foregoing instrument as his free and voluntary act, and the free and voluntary act of **Irving Park Development, L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16<sup>th</sup> day of January, 2007.

My Commission Expires: 3/10/2010

  
Notary Public

My county of residence: Cook

Michael J. Greenan  
Printed Name

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Exhibit A to  
Third Mortgage Modification  
between  
**Irving Park Development, L.L.C. ("Mortgagor")**  
and  
**Geneva Leasing Associates, Inc. ("Mortgagee")**

Common Address: 2711 Irving Park Road, Chicago, Cook County, Illinois

PIN#: 13-24-200-002-0000	13-24-200-003-0000	13-24-200-004-0000
13-24-200-005-0000	13-24-200-006-0000	13-24-200-007-0000

### Legal Description

**PARCEL 1**

THE WEST 266 AND 1-5/8 INCHES OF LOT 2 (EXCEPT THAT PART LYING SOUTH OF A LINE 270.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF IRVING PARK BOULEVARD) IN THE SUBDIVISION OF BLOCK 4 AND THAT PART OF BLOCK 5 LYING WEST AND NORTH OF THE CENTER LINE OF THE CHICAGO RIVER IN KINSEY'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2**

THAT PART OF LOT 1 (EXCEPT THE SOUTH 6 INCHES THEREOF) FALLING IN ORIGINAL BLOCK 5; THE NORTH 50 FEET FALLING IN IRVING PARK ROAD NOT INCLUDED IN SURVEY.

ALSO: THAT PART OF LOT 2 BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF IRVING PARK BOULEVARD WITH THE EASTERLY LINE OF LOT 2; THENCE WEST ALONG THE SOUTHERLY LINE OF IRVING PARK BOULEVARD, 15 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID LOT 2 FOR 270 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF IRVING PARK BOULEVARD TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH, 270 FEET ALONG SAID LINE TO THE PLACE OF BEGINNING;

ALSO: THE NORTH 320 FEET OF THE WEST 68 FEET OF THE EAST 83 FEET OF LOT 2; EXCEPT THE NORTH 50 FEET FALLING IN IRVING PARK BOULEVARD;

ALSO: THAT PART OF LOT 1 LYING EAST OF THE EAST LINE OF ORIGINAL BLOCK 5 AND WEST OF THE WEST LINE OF SANITARY DISTRICT RIGHT OF WAY, IN THE SUBDIVISION OF BLOCK 4 AND THAT PART OF BLOCK 5 LYING NORTHWEST OF THE CENTER LINE OF THE CHICAGO RIVER; ALL OF THE ABOVE BEING IN THE SUBDIVISION OF BLOCK 4, AND THAT PART OF

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BLOCK 5 LYING WEST AND NORTH OF THE CENTER LINE OF CHICAGO RIVER, IN KINZIE'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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