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**THIS INSTRUMENT WAS PREPARED  
BY AND AFTER RECORDING  
SHOULD BE RETURNED TO:**

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Doc#: 0703945060 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/08/2007 03:51 PM Pg: 1 of 5

PROPERTY ADDRESSES  
and  
PERMANENT INDEX NUMBERS:

See Exhibit A attached hereto.

## **THIRD MODIFICATION TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES**

THIS THIRD MODIFICATION TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into as of December 23, 2006, by IRVING BARR, AS TRUSTEE OF THE IRVING BARR LIVING TRUST UNDER TRUST AGREEMENT DATED DECEMBER 2, 1994 ("Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Mortgagee").

### WITNESSETH:

WHEREAS, Grantor and Mortgagee entered into that certain Mortgage, Assignment of Rents and Security Agreement dated as of June 23, 2004, which was recorded with the Recorder of Deeds of Cook County, Illinois, on June 24, 2004, as Document Number 0417646119, as amended by that certain First Modification of Mortgage, Assignment of Rents and Security Agreement dated as of July 23, 2004, which was recorded with the Recorder of Deeds of Cook County, Illinois, on March 4, 2005, as Document Number 0506303066, that certain Second Modification to Mortgage, Assignment of Rents and Security Agreement and Assignment of Rents and Leases dated as of September 23, 2006 (collectively, the "Agreement") whereby Grantor mortgaged and warranted unto Mortgagee, its successors and assigns, among other things, the real estate described on Exhibit A attached hereto and all of its estate, right, title and interest therein situated and the parties now desire to amend the Agreement pursuant to this Amendment.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

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1. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in Paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Agreement. Grantor hereby acknowledges and agrees that all indebtedness and obligations arising as a result of the financial accommodations provided to Grantor and its affiliates by Mortgagee, including, but not limited to, pursuant to that certain Amended and Restated Revolving Note dated as of September 23, 2006 made by Grantor in favor of Mortgagee in the original principal amount of \$5,000,000 (the "Note"), as may be amended, modified or substituted from time to time, including by that certain Fifth Amendment to Loan and Security Agreement dated of an even date herewith (the "Fifth Amendment") pursuant to which the maturity date of the Note was extended to December 23, 2007, shall be deemed included in the definition of "Obligations" under the Agreement. All references in the Agreement to the "Revolving Note" shall mean the Note as amended by the Fifth Amendment. All references to the "Loan Agreement" shall mean that certain Loan and Security Agreement dated as June 23, 2004, as amended by that certain First Amendment to Loan and Security Agreement dated as of July 23, 2004, Second Amendment to Loan and Security Agreement dated as of June 23, 2005, Third Amendment to Loan and Security Agreement dated as of September 23, 2005, Fourth Amendment to Loan and Security Agreement dated as of September 23, 2006 and that certain Fifth Amendment each made by and between Grantor and Mortgagee.

3. Representations and Warranties. The representations, warranties and covenants set forth in of the Agreement shall be deemed remade and affirmed as of the date hereof by Grantor, except that any and all references to the Agreement in such representations, warranties and covenants shall be deemed to include this Amendment.

4. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

*Signature page follows.*

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## THIRD MODIFICATION TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES PAGE

IN WITNESS WHEREOF, Grantor has duly executed this Amendment as of the date first above written.

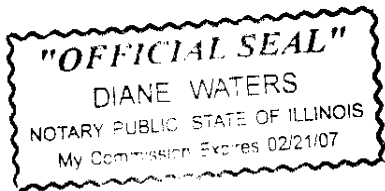
IRVING BARR, as trustee, of the Irving Barr Living Trust under agreement dated December 2, 1994

  
\_\_\_\_\_  
Irving Barr, as trustee

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )     SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Irving Barr, as Trustee, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such authorized Trustee, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Trust, for the uses and purposes therein set forth and pursuant to such Trustee's authority and to the terms of the Trust Agreement.

GIVEN under my hand and Notarial Seal on December 23 2006.



  
\_\_\_\_\_  
Notary Public

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## EXHIBIT A Legal Description

### PARCEL 1:

LOTS 9, 10 AND 11 IN THE SUBDIVISION OF BLOCK 4 IN GEORGE WARD'S SUBDIVISION OF BLOCK 12 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1363-69 WEST FULLERTON  
PIN: 14-32-104-001  
14-32-104-002

### PARCEL 2:

LOTS 19 TO 22, BOTH INCLUSIVE, IN BLOCK 8 IN COBE AND MCKINNON'S 63RD STREET SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2400-08 WEST 63RD STREET; 6428-56 S WESTERN  
PIN: 19-13-431-036

### PARCEL 3:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 BOTH INCLUSIVE, IN THE SUBDIVISION OF BLOCK 34, IN THE SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY (EXCEPT THAT PORTION OF SAID LOTS FALLING WITHIN WEST 95TH STREET AS WIDENED) IN COOK COUNTY, ILLINOIS.

9459 S ASHLAND  
PIN: 25-05-324-048

### PARCEL 4:

LOTS 38 AND 39 IN THE SUBDIVISION OF LOT 8 IN THE SUBDIVISION OF LOTS 7 AND 8 IN THE ASSESSOR'S DIVISION OF BLOCK 42 OF SHEFFIELD'S ADDITION TO CHICAGO EXCEPTING FROM SAID LOT 38 THAT PART WHICH LIES WEST OF A LINE WHICH IS 50 FEET EAST OF AN PARALLEL TO THE WEST LINE OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2407-11 NORTH ASHLAND; 1554-56 W FULLERTON  
PIN: 14-29-318-024

### PARCEL 5:

LOTS 24 AND 25 IN BLOCK 13 OF COBE & MCKINNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

6249-59 S CALIFORNIA  
PIN: 19-13-424-031  
19-13-424-032

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EXHIBIT A  
Legal Description  
Continued

PARCEL 6:

THE SOUTH 50 FEET (EXCEPT STREET) OF LOT 6 IN BLOCK 8 IN WILLIAM L WALLEN'S EDGEWATER GOLF CLUB ADDITION TO ROGERS PARK BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

6414-6418 N WESTERN  
PIN: 10-36-431-022

PARCEL 7:

LOT 7 (EXCEPT THAT PART TAKEN BY CITY OF CHICAGO FOR WIDENING OF WESTERN AVENUE) AND ALL OF LOT 8 IN BLOCK 8 IN WILLIAM L WALLEN'S EDGEWATER GOLF CLUB ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2400 WEST DEVON; 6400-6410 N WESTERN  
PIN: 10-36-431-024