UNOFFICIAL COPYMINATION OF THE PROPERTY OF THE

Doc#: 0704542220 Fee: \$38.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/14/2007 01:11 PM Pg: 1 of 8

#### FOURTH LOAN MODIFICATION AGREEMENT

This FO JP, TH LOAN MODIFICATION AGREEMENT ("Agreement") is made as of September 1, 2000 by and between Vollmer and Crawford LLC, an Illinois limited liability company (hereinafter referred to as "Borrower"), James P. Gierczyk (hereinafter referred to as the "Guarantor"), and First DuPage Bank, an Illinois banking corporation (the "Bank").

### RECITALS

WHEREAS, Borrower is indel tel to the Bank in the principal amount of \$2,467,500.00 (the "Loan") as evidenced by that certain Mortgage Note dated September 15, 2004 in the original principal amount of \$2,415,000.00 with interest thereon executed and delivered by the Borrower to the Bank, as modified by that certain Loan Modification Agreement – Rider to Mortgage Note (the "First Modification Agreement") dated as of October 1, 2004 and as increased to a principal amount not to exceed \$2,467,500.00 and modified by that certain Third Loan Modification and Increase Agreement dated as of September 1, 2005 (the "Third Modification Agreement") among Borrower, Guarantor and the Bank (the "Note");

WHEREAS, the loan indebtedness evidenced by the Note is evidenced or secured in part by the following documents (which, together all other documents or instruments evidencing or securing the loan indebtedness evidenced by the Note, as modified by the Fust Modification Agreement and Third Modification Agreement, are sometimes hereinafter collectively referred to as the "Loan Documents"):

- 1. Mortgage and Security Agreement dated September 15, 2004 made by Porrower and recorded with the Cook County Recorder of Deeds on September 17, 2004 as Document No. 0426133155 (the "Mortgage"), relating to and encumbering the real estate legally described on Exhibit A attached hereto and made a part hereof (the "Premises");
- 2. Collateral Assignment of Agreements, Leases and Repts dated September 15, 2004 made by Borrower and recorded with the Will County Recorder of Deeds on September 17, 2004 as Document No. 0426133156 (the "Assignment of Rents"), relating to and encumbering the Premises; and

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WHEREAS, the Guarantor has unconditionally guaranteed the repayment of the loan indebtedness evidenced by the Note and the performance and observance of all of the terms, covenants, and conditions of the Loan Documents pursuant to that certain Guaranty dated September 15, 2004 executed and delivered by Guarantor to the Bank (the "Guaranty"); and

WHEREAS, Borrower desires to extend the maturity date of the Note pursuant to the terms, covenants and conditions set forth herein; and

WHEREAS, to induce the Bank to increase the loan evidenced by the Note and extend the maturity date of the Note, Borrower and Guarantor have offered to enter into this Agreement. The Bank has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Borrower and Guarantor hereby agree with the Bank as follows:

- 1. The foregoing recitals are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.
- 2. The Note is hereby modified to provide that on October 1, 2006 and continuing on the first (1<sup>st</sup>) day of each month thereafter, Borrower shall pay to the Bank interest at the applicable Interest Rate specified above on the outstanding principal balance of this Mortgage Note, except that the final payment of the entire outstanding principal balance of this Mortgage Note and accrued interest thereon shall be paid by Borrower to the Bank on July 5, 2007.
- 3. Each of the Loan Documents is hereby modified such that any reference in any of the Loan Documents to the maturity date of the Loan as evidenced by the Note is hereby amended to be July 5, 2007. Any reference in any of the Loan Documents to "Mortgage Note" or "Note" shall mean and include the Note as modified herein.
- 4. Guarantor hereby acknowledges and agrees that the Guaranty signed by him shall include, without limitation, an unconditional, irrevocable and absolute guaranty, as principal obligor and not as surety, of the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Borrower under the Note as extended and modified herein and the full and prompt performance and observance of all of the warranties, covenants and agreements provided by each of the Loan Documents, as extended and modified herein to be performed and observed by the parties who executed said documents. Guarantor reaffirms his obligations stated in the Guaranty, consents to the matters affected by this Agreement and agrees that his liabilities as guarantors shall not be diminished by this Agreement.
- 5. In all respects, other than those expressly amended, modified or supplemented hereby, Borrower and Guarantor do hereby ratify and confirm the provisions, terms and conditions of the Note, Loan Documents and Guaranty.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year above written.

**BORROWER:** 

Vollmerand Crawford LLC,

an Illinois limited liability company,

Name: James P. Gierczyk

Title: Manager

**GUARANTOR:** 

Name: James II. Gierczyk

LENDER:

First DuPage Bank,

an Illinois banking corporation,

Title:

This document prepared by: Timothy S. Breems Ruff, Weidenaar & Reidy, Ltd. 222 N. LaSalle Street Suite 700 Chicago, IL 60601

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### **UNOFFICIAL COPY**

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 James P. Gierczyk, Manager of Vollmer and Crawford LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of Vollmer and Crawford LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Vollmer and Crawford LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

Given under toy hand and notarial seal this 30th day of October, 2006.

STATE OF ILLINOIS ) SS COUNTY OF COOK )

MARIA E. BEELE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-17-2010

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that James P. Gierczyk, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personand before me this day in person and acknowledged that he signed and delivered the 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 October, 2006.

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MARIA E. BEEL!

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-17-2010

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# UNOFFICIAL COPY

STATE OF ILLINOIS ) COUNTY OF Local )
I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Dougles, of First DuPage Bank, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Dougles, VP of First DuPage Bank, an Illinois banking corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said First DuPage Bank, an Illinois banking corporation, for the uses and purposes therein set forth.
Given under any hand and notarial seal this 31 day of October, 2006.
Notary Public
Notary Public  OFFICIAL SEAL LORRAINE M PINTÓZZI NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/15/10

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#### **EXHIBIT A**

#### **LEGAL DESCRIPTION:**

#### PARCEL 1:

THE SOUTH 359.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE CF SECTION 11, AFORESALD AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF 100.00 FEET TO VOLLMER ROAD, WITH THE EASTERLY RIGHT OF WAY LINE OF 66-FOOT CRAWFORD AVENUE; THNCE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, 40.20 FFFT; THENCE SOUTHEASTERLY TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE, THAT IS 67.00 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, AND EXCEPT THAT PART FALLING WITHIN CRAWFORD AVENUE), IN COOK COUNTY, ILLINOIS.

#### PARCEL 1A:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING SOUTH OF A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 11 AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EAST 110.0 FEET OF LOT 4 (EXCEPT THAT PART OF LQT 4, LYPNG WITHIN THE SOUTH 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE CE SECTION 11) IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE (3, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 50.00 FEET CONVEYED TO COUNTY OF COOK); AND ALSO THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THAT PART THEREOF LYING WITH IN THE SOUTH 50.00

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FEET OF SECTION 11) ALL IN SEC 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4A:

LOTS 3 AND 4 IN WILKEN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1944 AS DOCUNENT 13419694, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4B:

LOT 3 AND LOT 4 (FACEPT THE EAST 110.00 FEET THEREOF) IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11 TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1946 AS DOCUMENT 13868402, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

LOT 5 IN SUIDIVISION OF THE SOUTHFAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSNIT 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

LOT 6 IN SUBDIVISON OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 7:

THE WEST 112 OF THE NORTH 1/2 OF THE EAST 112 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 8:

LOT 2 IN LAMBERT'S SUDDIVISION BEING A RESUBDIVISION OF LOT 8 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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#### PARCEL 9:

LOT 7 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.:

31-11-302-018, 31-11-302-019, 31-11-302-022, 31-11-302-024, 31-11-302-025, 31-11-302-027; 31-11-302-030, 31-11-303-011, 31-11-303-022, 31-11-303-023, 31-11-303-024, 31-11-303-026, 31-11-303-027, 31-11-303-028, 31-11-303-029 and 31-11-303-037

PROPERTY ADDRESS: 3900 VOLLMER ROAD FLOSSMOOR, IL 60422

RECORDING RETU

FIRST DUPAGE BANK

ATTN: LORRAINE PINTOZZ.

5 20 N. CASS AVE.

ONT, IL 60559 AFTER RECORDING RETURN TO: