

UNOFFICIAL COPY



THIS INSTRUMENT WAS PREPARED
BY

0883892883

Drew J. Scott, Esq.
Scott & Kraus, LLC
150 South Wacker Drive
Chicago IL 60606
(312) 327-1050

Doc#: 0802909042 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/29/2008 09:49 AM Pg: 1 of 5

PROPERTY ADDRESSES
and
PERMANENT INDEX NUMBERS:

See Exhibit A attached hereto.

FOURTH MODIFICATION TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

THIS FOURTH MODIFICATION TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into as of December 23, 2007, 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 (i) 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, (ii) Second Modification to Mortgage, Assignment of Rents and Security Agreement and Assignment of Rents and Leases dated as of September 23, 2006 recorded on December 4, 2006 as Document 0633855258, and (iii) Third Modification to Mortgage, Assignment of Rents and Security Agreement and Assignment of Rents and Leases dated as of December 23, 2006 recorded on February 8, 2007 as Document 0703945060 (collectively, the "Mortgage") 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 Mortgage pursuant to this Amendment.

S
M
P
B

UNOFFICIAL COPY

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:

1. Incorporation of the Mortgage. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Mortgage, and the Mortgage 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 Mortgage 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 Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Mortgage. 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 Sixth Loan Modification Agreement dated of an even date herewith (the "Sixth Amendment") pursuant to which the maturity date of the Note was extended to December 23, 2008, shall be deemed included in the definition of "Obligations" under the Mortgage. All references in the Mortgage to the "Revolving Note" shall mean the Note as amended by the Sixth 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, Fifth Amendment to Loan and Security Agreement dated as of December 23, 2006, and that certain Sixth Amendment each made by and between Grantor and Mortgagee.

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

4. Effectuation. The amendments to the Mortgage 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.

UNOFFICIAL COPY**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; 6428-36 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 A 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

{00023653.DOC\1\2324\104\9\20\2006 02:59 PM}

UNOFFICIAL COPY

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

UNOFFICIAL COPY

FOURTH 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)
)
) SS
COUNTY OF C O O K)

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 Mortgage.

GIVEN under my hand and Notarial Seal on December ^{5th} 21, 2017.



Notary Public



When Recorded Return to:
LaSalle Bank N.A.
135 S. LaSalle St., Ste 1407
Chicago, IL. 60603
Attn: Monica Harmon Stewart

