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This Document Prepared By <u>And When Recorded Return To:</u>

Richard C. Jones, Jr.

JONES & JACOBS

77 West Washington Street
Suite 1615
Chicago, Illinois 60602
(312) 419-0709

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

08173614

39.50

Cook County Recorder

For Recorder's Use Only

FOURTH MODIFICATION AGREEMENT

THIS FOURTH MODIFICATION AGREEMENT made as of this 1st day of December, 1998, by and between P&R STEVENS ELECTRIC CO., INC., an Illinois corporation ("Borrower"), 3 S COMPANY, INC., an Illinois corporation ("3S"), ROBERT E. STEVENS and PAUL STEVENS ("Guarantors"), and PRAIRIE BANK & TRUST CO., an Illinois banking association ("Lender").

### WITNESSETH (

WHEREAS, on or about April 1, 1996, the Lender made 2 loan to the Borrower in an aggregate total amount of THREE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$380,000.00) ("Loan"), including a mortgage loan in the amount of ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00) ("Mortgage Loan"), a revolving line-of-credit in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) ("Revolving Credit"), and a term loan in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) ("Term Credit"); and

WHEREAS, the Revolving Credit is evidenced and secured by the following instruments ("Loan Instruments"):

- 1. Loan and Security Agreement dated April 1, 1996, between Borrower and Lender ("Loan Agreement");
- 2. Security Agreement dated April 1, 1996 between 3S and Lender ("Security Agreement");
- 3. Revolving Credit Note dated April 1, 1996 made by Borrower payable to Lender in the principal amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) ("Revolving Credit Note");
- Guaranty by 3S;
- 5. Guaranty by Guarantors;
- Mortgage from Guarantors to Lender covering the property commonly known as 9330 South Harlem Avenue, Bridgeview, Illinois, and legally described in Exhibit "A" attached hereto, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 29, 1996, as Document No. 96320945;
- 7. Assignment of Rents and Leases from Guarantors to Lender, recorded in the Office of the Recorder of Leeds of Cook County, Illinois on April 29, 1996 as Document No. 96320944.
- 8. Hypothecation Agreement by 3S;
- 9. Hypothecation Agreement by Guarantors; உங்
- 10. Revolving Credit Note dated April 1, 1998, made by Borrower payable to Lender in the principal amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) ("Renewal Note");

WHEREAS, by the Modification & Extension Agreement ("First Modification"), dated April 1, 1997, the Revolving Credit Loan was amended to extend the maturity date to April 1, 1998, and to increase the Revolving Credit to TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00);

WHEREAS, by the Second Modification and Extension Agreement ("Second Modification"), dated April 1, 1998, and recorded May 11, 1998 in the Cook County Recorder's

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Office, Cook County, Illinois, as Document Number 98385432, the Revolving Credit Loan was amended to extend the maturity date to July 1, 1998;

WHEREAS, by the Third Modification and Extension Agreement ("Third Modification"), dated April 1, 1998, and recorded August 10, 1998 as Document No. 98699077, the Revolving Credit Loan was amended to extend the maturity date to July 1, 1999;

WP.F.EAS, on April 17, 1997, Lender issued Irrevocable Standby Letter of Credit No. 59 in favor of Local's) I.B.E.W. #9, #117, #134, #150, #176, #461 in the amount of \$50,000.00 ("Letter of Credit") for the account of Borrower;

WHEREAS, the Letter of Credit has been cancelled and released; and

WHEREAS, Lender and Borrower have agreed to modify the terms of the Loan Instruments, as herein provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- 1. <u>Increase in Available Credit.</u> The additional sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), formerly reserved to secure the Letter of Credit, shall hereinafter be available for disbursement under the Revolving Credit, pursuant to the terms of the Loan Instruments.
- 2. Reaffirmation of Loan Instruments. Except as expressly herein provided, Borrower, Lender, and Guarantor hereby reaffirm and incorporate herein by reference each and every term, provision, representation and warranty contained in the Loan Instruments and the First Modification, Second Modification, and Third Modification, and Borrower and Guarantor

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agree that said terms, provisions, representations and warranties shall remain in full force and effect.

Attorneys' Fees and Costs. Borrower shall pay any and all attorneys' fees and 3. costs incurred by Lender in connection with the preparation, negotiation and perfection of this Fourth Modification Agreement, including recording and title charges.

IN VIENESS WHEREOF, the undersigned have caused this instrument to be executed and acknowledged as of the day and year first above written. 

P&R STEVENS ELECTRIC CO., INC., an Illinois corporation

3 S COMPANY, INC., an Illinois corperation

Robert Stevens

President Its:

ROBERT E. STEVENS

PAUL STEVENS

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IN WITNESS WHEREOF, PRAIRIE BANK & TRUST CO., an Illinois banking association, has caused this instrument to be executed as of the day and year first above written.

> PRAIRIE BANK & TRUST CO., an Illinois banking association

Property of County Clark's Office

G:\Prairie Bank & Trust Co\P&R Stevens

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STATE OF ILLINOIS )
) SS
COUNTY OF WILL )
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO
HEREBY CERTIFY that Marcella Stevens resonally known to me to be the President of
P&R STEVENS ELECTRIC CO., INC., an Illinois corporation, and the same person whose
name is subscribed to the foregoing instrument as such, appeared before me
this day and acknowledged that he/she signed and delivered the said instrument as his/her own
free and voluntary act and the free and voluntary act of said Corporation for the uses and purposes therein set forth.
purposes therein set forth.
GIVEN under my hand and Notarial Seal this 15th day of Weenthe, 1998.
$\mathcal{L}$
Of Maryons Mary
NOTARY #UBLIC
"OFFICIAL SEAL"
MARYANN BRADY NOTARY PUBLIC, STATE C. "LINOIS NOTARY PUBLIC, STATE C. "LINOIS NOTARY PUBLIC STATE CATALOGICAL MY Commission Expires:
MY COMMISSION EXPIRES 7/7/2002 W/JY Commission Expires:
11/1/2002
Cortico

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TATE OF ILLINOIS ) SS OUNTY OF WILL )
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO EREBY CERTIFY that Robert Stevenspersonally known to me to be the President of S COMPANY, INC., an Illinois corporation, and the same person whose name is subscribed to e foregoing instrument as such, appeared before me this day and eknowledged that he/she signed and delivered the said instrument as his/her own free and pluntary act and the free and voluntary act of said Corporation for the uses and purposes therein at forth.
GIVEN under my hand and Notarial Seal this 15th day of Alexande, 1998.
Mary Rublic Motary Rublic
"OFFICIAL SEAT" My Commission Expires:
MARYANN BRADY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/7/2002
C/O/A/SO/FICO

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STATE OF ILLINOIS	)
	) SS
COUNTY OF 1/1/1	)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that ROBERT E. STEVENS personally appeared before me this day and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of Allenber 1998.

NOTARY PUBLIC. STATE OF ILLINOIS My Commission Expires:
MY COMMISSION FXPIRES 7/7/2002 / / MARYANN BRADY PR. County Clert's Office

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STATE OF ILLINOIS )	
) SS ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) )	
HEREBY CERTIFY that Learne Bielawski, I Assistant Vice Res., of PRAIRIE BANK & TRUE the same person whose name is subscribed, appeared before me this day and the said instrument as his own free and voluntary action the uses and purposes therein set forth.  GIVEN under the hand and Notarial Seal this BERNADETTE J. CASSER Notary Public, State of Illinois	to the foregoing instrument as such ad acknowledged that he signed and delivered at and the free and voluntary act of said Bank



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#### **EXHIBIT A**

#### **LEGAL DESCRIPTION**

THE SOUTH 1/2 OF LOT 28 (EXCEPT THAT PART THEREOF TAKEN FOR THE WIDENING OF HARLEM AVE.) IN ROBERT BARTLETT'S 95TH AND HARLEM AVENUE ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT 701600, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 23-01-412-029

n Addre. Common Address: 9330 S. Harlem Avenue