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THIS DOCUMENT PREPARED BY  
AND UPON RECORDING MAIL TO:

Doc#: 1005035068 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/19/2010 10:21 AM Pg: 1 of 8

Brandon R. Calvert, Esq.  
Charity & Associates, P.C.  
20 N. Clark Street, Suite 1150  
Chicago, Illinois 60602

8483685 H14

## FOURTH MODIFICATION AND SUPPLEMENT TO MORTGAGE

THIS FOURTH MODIFICATION AND SUPPLEMENT TO MORTGAGE ("Modification Agreement") is made and entered into as of the 1<sup>st</sup> day of February, 2010 by and between RDG FUND-1 LLC, an Illinois limited liability company (the "Borrower") with an address at 141 West Jackson Blvd., Suite 3125, Chicago, Illinois 60604, and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Lender"), with an office at 50 South LaSalle St., Chicago, Illinois 60603.

### RECITALS

A. Lender and Borrower have entered into that certain Second Amended Loan and Security Agreement dated as of August 20, 2009 (the "Loan Agreement") under which Lender agreed to make a loan or loans in the aggregate to the Borrower on a revolving basis up to the maximum principal amount of Four Million and No/100 Dollars (\$4,000,000.00) (the "Loan"). Pursuant to the Loan Agreement, the Borrower has executed that certain Second Amended and Restated Revolving Note dated August 20, 2009 executed by Borrower in favor of Lender in the original principal amount of Four Million and No/100 Dollars (\$4,000,000.00) (the "Note").

B. As security for the Liabilities (as defined in the Mortgage), Borrower executed that certain Mortgage (including Security Agreement, Fixture Filing and Assignment of Rents and Leases) dated October 7, 2009 and recorded on October 16, 2009 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0928944018, as modified by the First Modification and Supplement to Mortgage dated October 19, 2009 and recorded on October 26, 2009 as Document Number 0929926104, as modified by the Second Modification and Supplement to Mortgage dated November 10, 2009 and recorded on November 13, 2009 as Document Number 0931734072, as modified by the Third Modification and Supplement to Mortgage dated December 9, 2009 and recorded on December 14, 2009 as Document Number 0934804143 (the "Mortgage"), granting a first mortgage lien and security interest in certain real property described in the Mortgage (the "Original Property").

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C. The Borrower owns certain other real property, as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Additional Property**"), and desires that such Additional Property secure the Liabilities.

D. The Lender and Borrower desire by this Modification Agreement to amend and supplement the Mortgage and to grant a mortgage and security interest in the Additional Property to Lender as security for the Liabilities and to provide that the Additional Property shall be subject to all provisions, conditions and restrictions of the Mortgage. The Lender and the Borrower are entering into this Modification Agreement to effectuate such amendment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender and Borrower hereby agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Mortgage.

2. **Amendment and Supplement.** Notwithstanding anything to the contrary contained in the Mortgage, the Mortgage is hereby amended and supplemented as follows:

(a) The Borrower hereby bargains, grants, conveys, warrants, mortgages and sells unto the Lender a first priority lien and security interest in and to the Additional Property to the same extent as the Original Property. The Additional Property is hereby subject to all of the terms, provisions, covenants, and restrictions contained in the Mortgage.

(b) The term "Collateral" as defined in the Loan Agreement, the term "Premises" as defined in the Mortgage and all other references in the Related Documents (as defined in the Mortgage) to the real property covered by the Mortgage, are hereby amended and supplemented to include the Original Property and the Additional Property.

3. Except as and to the extent amended by this Modification Agreement, the Mortgage and the other Related Documents and all terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

4. The Mortgage, as hereby amended, shall continue to secure repayment of the Liabilities without loss of priority.

5. All references in the Loan Agreement, Note and other Related Documents to the Mortgage shall be deemed to refer to the Mortgage as modified by this Modification Agreement.

6. Borrower agrees to pay all costs and expenses incurred in connection with this Modification Agreement, including, without limitation, attorney's fees incurred by Lender in the preparation, negotiation and execution of this Modification Agreement.

7. This Modification Agreement has been executed by the Borrower and delivered to and executed by Lender in the State of Illinois and shall be construed in accordance with and governed by the internal laws of the State of Illinois.

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8. In the event of a conflict or inconsistency between the provisions of the Mortgage and the provisions of this Modification Agreement, the provisions of this Modification Agreement shall control.

9. This Modification Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Modification Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

[Signatures appear on the following page]

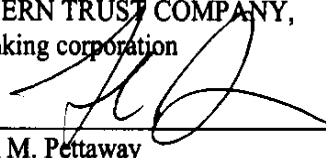
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, this Modification Agreement is executed as of the date first above written.

**LENDER:**

THE NORTHERN TRUST COMPANY,  
an Illinois banking corporation

By:   
Name: Frank M. Pettaway  
Its: Second Vice President

**BORROWER:**

RDG FUND-1 LLC,  
an Illinois limited liability company

By: Residential Dynamics Group LLC, its Manager

By: \_\_\_\_\_  
Name: Yung Bong Lim  
Its: Manager

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Modification Agreement is executed as of the date first above written.

**LENDER:**

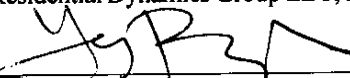
THE NORTHERN TRUST COMPANY,  
an Illinois banking corporation

By: \_\_\_\_\_  
Name: Frank M. Pettaway  
Its: Second Vice President

**BORROWER:**

RDG FUND-1 LLC,  
an Illinois limited liability company

By: Residential Dynamics Group LLC, its Manager

By:   
Name: Yung Bong Lim  
Its: Manager

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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 Frank M. Pettaway, a Second Vice President of The Northern Trust Company, an Illinois banking corporation, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act and as the free and voluntary act said corporation, for purposes therein set forth.

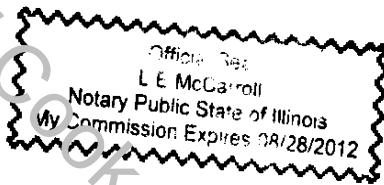
Given under my hand and notarial seal this 11 day of February, 2010.

*L E McCarroll*  
\_\_\_\_\_  
Notary Public

My commission expires:

8/28/2012

(SEAL)



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 Yung Bong Lim, a manager of Residential Dynamics Group LLC, an Illinois limited liability company, which company is the manager of RDG Fund-1 LLC, an Illinois limited liability company, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument pursuant to authority, as his free and voluntary act and as the free and voluntary act said company, for purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of February, 2010.

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

My commission expires:

\_\_\_\_\_

(SEAL)

# 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 Frank M. Pettaway, a Second Vice President of The Northern Trust Company, an Illinois banking corporation, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act and as the free and voluntary act said corporation, for purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of February, 2010.

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

My commission expires:

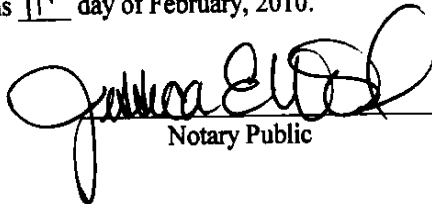
\_\_\_\_\_

(SEAL)

STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF COOK )

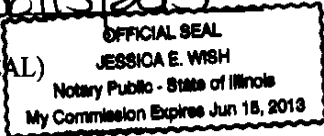
I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Yung Bong Lim, a manager of Residential Dynamics Group LLC, an Illinois limited liability company, which company is the manager of RDG Fund-1 LLC, an Illinois limited liability company, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument pursuant to authority, as his free and voluntary act and as the free and voluntary act said company, for purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of February, 2010.

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

My commission expires:

06/15/2013

(SEAL) 

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## EXHIBIT A

### LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

**10 S. WAPELLA AVENUE, MOUNT PROSPECT, ILLINOIS 60056**

LOT 298 IN H. ROY BERRY CO'S COLONIAL MANOR, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 11 AND PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 08-11-201-009-0000

Property of Cook County Clerk's Office