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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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This document was prepared by,  
and after recording, return to:

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SCOTT & KRAUS, LLC  
150 South Wacker Drive, Suite 2900  
Chicago, IL 60606

Property Addresses:

11316 W. 70<sup>th</sup> Place  
Indian Head Park, Illinois 60525

PIN(s): 18-19-402-036-0000  
18-19-402-037-0000

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

THIS FOURTH MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Modification") is made and entered into effective as of September 1, 2011, by and between R&R ASSOCIATES II LLC, an Illinois limited liability company (the "Mortgagor"), and COLE TAYLOR BANK, an Illinois banking corporation, whose address is 9550 West Higgins Road, Rosemont, Illinois 60018 (the "Mortgagee").

### RECITALS:

A. Mortgagee is continuing to make a revolving loan in the amount of Four Million Dollars (\$4,000,000) ("Revolving Loan") and has made a term loan in the principal amount of One Million Dollars (\$1,000,000) ("ABCO Term Loan", together with the Revolving Loan, are the "ABCO Loans") to ABCO TRUCK & EQUIPMENT CO., LTD., an Illinois corporation ("ABCO") and AMERICAN BODY COMPANY, an Illinois corporation ("American", together with ABCO are referred to, collectively, as the "ABCO Borrowers"), jointly and severally, arising under and pursuant to that certain Loan and Security Agreement dated as of August 29, 2008, made by and among the ABCO Borrowers and Mortgagee as amended (collectively, the "ABCO Loan Agreement"). The ABCO Loans are evidenced by that certain (i) Second Amended and Restated Revolving Note dated as of March 8, 2011, made by ABCO Borrowers in favor of Mortgagee in the maximum principal amount of Four Million and No/100 Dollars (\$4,000,000) (the "Revolving Note") and due on September 1, 2011 ("Revolving Note Maturity Date") and (ii) Term Note dated as of March 8, 2011, made by ABCO Borrowers in favor of Mortgagee in the maximum principal amount of One Million and No/100 Dollars (\$1,000,000) (the "ABCO Term Note"; together with the Revolving Note, are herein referred to as the "ABCO Notes") and due on March 7, 2014 ("ABCO Term Loan Maturity Date").

B. Mortgagee has made a loan (the "Mortgage Loan") to CRESTWOOD INVESTMENTS I, LLC, an Illinois limited liability company ("Crestwood I"), CRESTWOOD

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INVESTMENTS II, LLC, an Illinois limited liability company ("Crestwood II", together with Crestwood I are referred to herein, collectively, the "Crestwood Borrowers"), jointly and severally, evidenced by that certain Amended and Restated Promissory Note dated as of August 26, 2009, made by Mortgagor in favor of Mortgagee in the original principal amount of Three Million One Hundred One Thousand Thirty-Eight and No/100 Dollars (\$3,101,038) (the "Mortgage Note").

C. Mortgagee has made a loan to R&R ASSOCIATES III LLC, an Illinois limited liability company ("R&R III") in the original principal amount of \$425,000.00 (the "KC Loan"), evidenced and secured by, among other things: (i) the Promissory Note dated as of October 31, 2008 (the "KC Note"), in the original principal sum of \$425,000.00 from R&R III to Mortgagee, which KC Loan and KC Note mature September 8, 2013; (ii) the Deed of Trust and Assignment of Rents dated as of October 31, 2008 (the "KC Deed of Trust"), from R&R III to Mortgagee and Chicago Title and Trust Company, as Trustee, for the benefit of Mortgagee, conveying the property commonly known as 6700 St. John Avenue, Kansas City, Missouri (the "KC Premises"); (iii) the Assignment of Rents and Leases dated as of October 31, 2008 (the "KC Assignment of Rents"), from R&R III to Mortgagee; and (iv) the Unconditional Continuing Guaranty dated as of October 31, 2008 (the "KC Guaranty") from the ABCO Borrowers to Mortgagee.

D. The ABCO Loans, the Mortgage Loan and the KC Loan (collectively, the "Loans") are cross-defaulted.

E. The ABCO Loans and Mortgage Loan are cross-collateralized and cross-defaulted, and are secured by, among other things: (i) the ABCO Loan Agreement; (ii) the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 29, 2008, (as amended, the "Crestwood Mortgage"), executed by Crestwood Borrowers in favor of Mortgagee and recorded in the office of the Cook County Recorder of Deeds ("Recorder's Office") on September 11, 2008, as document number 0825505115, and which created a first lien on the real estate commonly known as 4427 Midlothian Turnpike, Crestwood, Illinois (the "Crestwood Premises"); (iii) the Assignment of Rents and Leases dated as of August 29, 2008 (the "Crestwood Assignment of Rents"), executed by Crestwood Borrowers in favor of Mortgagee and recorded in the Recorder's Office on September 11, 2008 as document number 0825505116, and which encumbers the Crestwood Premises; (iv) the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 29, 2008 (as amended, the "Indian Head Mortgage"), executed by Mortgagor in favor of Mortgagee and recorded in the Recorder's Office on September 11, 2008, as document number 0825505117, and which created a first lien on the real estate commonly known as 11316 West 70th Place, Indian Head Park, Illinois 60525 (the "Indian Head Premises") legally described on Exhibit A attached hereto; (v) the Assignment of Rents and Leases dated as of August 29, 2008 (the "Indian Head Assignment of Rents"), executed by Mortgagor in favor of Mortgagee and recorded in the Recorder's Office on September 11, 2008 as document number 0825505118 and which encumbers the Indian Head Premises; (vi) the Unconditional Continuing Guaranty dated as of August 29, 2008 (the "Crestwood Guaranty"), from Crestwood Borrowers to Mortgagee; (vii) the Unconditional Continuing Guaranty dated as of August 29, 2008 (the "ABCO Guaranty"), from ABCO Borrowers to Mortgagee; (viii) the Master Letter of Credit Agreement dated as of August 29, 2008 (the "Letter of Credit Agreement") by the ABCO Borrowers in favor of Mortgagee (the ABCO Loan Agreement, the ABCO Notes, the Mortgage Note, the Crestwood Mortgage, the Crestwood Assignment of Rents, the Indian Head Mortgage, the Indian Head Assignment of Rents, the Crestwood Guaranty, the ABCO Guaranty, the Letter of Credit Agreement and each and all of the other agreements, documents, instruments and certificates delivered to or for the benefit of Mortgagee from time to time evidencing and/or securing the ABCO Loans and/or the Mortgage Loan and the KC Loan Documents, and all amendments, restatements supplements, and other modifications thereof or thereto are hereinafter referred to collectively as the "Loan Documents").

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F. The Loan Documents have been previously amended by that certain (i) First Modification to Loan Documents dated as of October 31, 2008 (the "First Amendment Agreement") and recorded in the office of the Cook County Recorder of Deeds on February, 20, 2009, as Document No. 0905145104, (ii) Second Modification to Loan Documents dated as of August 26, 2009 (the "Second Amendment Agreement"), (iii) Third Modification to Loan Documents dated as of September 1, 2010 (the "Third Amendment Agreement"), (iv) Fourth Modification to Loan Documents dated as of March 8, 2011 (the "Fourth Amendment Agreement"), and (v) Fifth Modification to Loan Documents of even date herewith (the "Fifth Amendment Agreement", and together with the First Amendment Agreement, Second Amendment Agreement, Third Amendment Agreement and Fourth Amendment Agreement are herein referred to as the "Loan Document Modifications"), each by and among the ABCO Borrowers, Crestwood Borrowers, R&R III, Mortgagor and Mortgagee.

G. In connection with the Fifth Amendment Agreement, the parties thereto agreed to extend the Revolving Note Maturity Date to September 1, 2012, and the Mortgagor and Mortgagee desire to record this amendment to the Indian Head Mortgage and the Indian Head Assignment of Rents consistent with the Fifth Amendment Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

## 1. AGREEMENTS.

1.1 Defined Terms; Incorporation of the Indian Head Mortgage Documents. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Indian Head Mortgage, and the Indian Head Mortgage and the Indian Head Assignment of Rents to the extent not inconsistent with this Modification are incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Indian Head Mortgage or the Indian Head Assignment of Rents are inconsistent with the amendments set forth below, such terms and provisions shall be deemed superseded hereby. The Indian Head Mortgage and Indian Head Assignment of Rents shall remain in full force and effect, as previously amended by the First Amendment Agreement, Second Amendment Agreement and Third Amendment Agreement and as amended hereby and their provisions shall be binding on the parties hereto.

1.2 Amendment of the Indian Head Mortgage Documents. Mortgagor hereby acknowledges and agrees that the Indian Head Mortgage and the Indian Head Assignment of Rents shall secure all of the indebtedness and obligations arising under the Loan Documents as modified and amended by the Loan Document Modifications, including, without limitation, the indebtedness evidenced by the Revolving Note, ABCO Term Note and Mortgage Note. All references in the Indian Head Mortgage and Indian Head Assignment of Rents to "Revolving Note" shall mean the Revolving Note as defined in Recital A hereof, "Mortgage Note" shall mean the Mortgage Note as defined in Recital B hereof, and in addition, references shall include the ABCO Term Note as defined in Recital A hereof, as each may be further amended, restated or replaced from time to time.

### 1.3 Amendment to the Indian Head Mortgage.

(a) Amendment of Revolving Note Maturity Date. The defined term "Revolving Note Maturity Date" in the Indian Head Mortgage is hereby changed from "September 1, 2011" to "September 1, 2012", as such date may be extended by Mortgagee from time to

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time”.

2. Cross-Default. The Mortgagor acknowledged and agrees that the ABCO Loans, the Mortgage Loan and the KC Loan shall be cross-defaulted. Without limitation of the generality of the foregoing, the Mortgagor hereby agrees that an “Event of Default” or “Unmatured Event of Default” under and as defined in the ABCO Loan Agreement, ABCO Notes, ABCO Guaranty, Indian Head Mortgage, Indian Head Assignment of Rents, or Letter of Credit Agreement (collectively, the “ABCO Loan Documents”) shall constitute an “Event of Default” or Unmatured Event of Default”, as the case may be, under the Mortgage Note, Crestwood Mortgage, Crestwood Assignment of Rents, and Crestwood Guaranty (collectively, the “Mortgage Loan Documents”) and KC Loan Documents, and that an “Event of Default” or “Unmatured Event of Default” under and as defined in the KC Loan Documents and Mortgage Loan Documents shall constitute an “Event of Default” or Unmatured Event of Default”, as the case may be, under the ABCO Loan Documents. All of the Loan Documents are hereby modified and amended accordingly.

3. Effectiveness. The amendments to the Indian Head Mortgage and Indian Head Assignment of Rents contemplated by this Modification shall be deemed effective immediately upon the full execution of this Modification and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Modification.

4. Payment of Recording Charges, Interest, Fees and Costs. Mortgagor agrees to pay all costs and fees of the Mortgagee incurred or charged in the preparation and execution of this Modification including recording and title charges, if any.

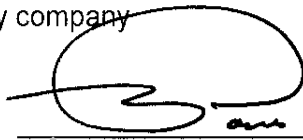
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Fourth Modification to Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing and Assignment of Rents and Leases as of the date first above written.

**MORTGAGOR:**

**R&R ASSOCIATES II LLC**, an Illinois limited liability company

By:  \_\_\_\_\_

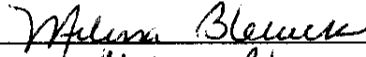
Name: Robert M. Pape  
Its: Manager

By:  \_\_\_\_\_

Name: Richard A. Pape  
Its: Manager

**BANK:**

**COLE TAYLOR BANK**, an Illinois banking corporation

By:  \_\_\_\_\_  
Name:           Melissa Blewett            
Its:           Senior Vice President

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## ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

On this 7<sup>th</sup> day of September, 2011, before me, a Notary Public in and for said State, personally appeared Robert M. Pape to me personally known, who, being by me duly sworn did say that he is a Manager of R&R Associates II LLC and R&R Associates III LLC, and that said instrument was signed on behalf of said companies by authority of its managers and said individual acknowledged said instrument to be the free act and deed of said companies, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Denise Leoniak  
Notary Public

My Commission Expires: 1-21-14

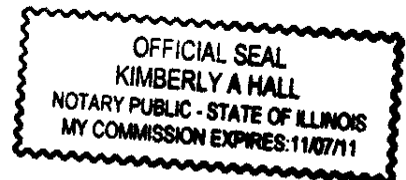
STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

On this 8<sup>th</sup> day of September, 2011, before me, a Notary Public in and for said State, personally appeared Malissa Flewels to me personally known, who, being by me duly sworn did say that he is the SVP of Cole Taylor Bank, and that said instrument was signed on behalf of said company by authority of its manager and said individual acknowledged said instrument to be the free act and deed of said company, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kimberly A. Hall  
Notary Public

My Commission Expires: \_\_\_\_\_



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## EXHIBIT A

### LEGAL DESCRIPTION

Address: 11316 W. 70<sup>th</sup> Place  
Indian Head Park, Illinois 60525

PIN Nos.: 18-19-402-036-0000  
18-19-402-037-0000

#### Legal Description:

PARCEL 1:  
LOTS 1 AND 2 IN PLAT OF SUBDIVISION KNOWN AS THE AMERICAN BODY RESUBDIVISION, BEING A RESUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1992 AS DOCUMENT 92942403 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 94761614, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED IN THE TRUSTEE'S DEED MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1969 AND KNOWN AS TRUST NUMBER 39882, TO SA DEVELOPMENT COMPANY, A PENNSYLVANIA CORPORATION, RECORDED OCTOBER 17, 1974 AS DOCUMENT 27298442, FOR THE RIGHT TO LAY, MAINTAIN, OPERATE, REPAIR AND REMOVE WATER PIPES THROUGH AND OVER THE 10 FOOT EASEMENT FOR PUBLIC UTILITIES ALONG THE SOUTHERLY LOT LINE OF LOT 1 DESCRIBED BELOW; AND THE RIGHT TO LAY, MAINTAIN, OPERATE, REPAIR AND REMOVE SEWER PIPE THROUGH AND OVER THE 30 FOOT EASEMENT IN LOT 2 DESCRIBED BELOW:

LOTS 1 AND 2 IN BURKE'S RESUBDIVISION OF THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16 IN PLEASANTDALE, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.