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1303916047

THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

Joel E. Resnick
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PERMANENT TAX INDEX NUMBERS:

17-09-227-034-1001
17-09-227-034-1002

PROPERTY ADDRESS:

20 West Ontario, Unit 100 Chicago, Illinois

Doc#: 1303916047 Fee: \$68.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/08/2013 12:47 PM Pg: 1 of 16

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FOURTH MODIFICATION OF MORTGAGE AND OTHER LOAN DOCUMENTS

This **FOURTH MODIFICATION OF MORTGAGE AND OTHER LOAN DOCUMENTS** (this "**Agreement**") is made and effective as of the 7th day of February, 2013, by and among **20 WEST ONTARIO LLC**, an Illinois limited liability company ("**Mortgagor**"), **CHAD MIDDENDORF** ("**Chad**"), **CLIFFORD R. MIDDENDORF** ("**Clifford**"), **GARLAND A. MIDDENDORF** ("**Garland**"), **BEN ROSENFELD** ("**Ben**"), **ROCKBRIDGE PROPERTIES, INC.** an Illinois corporation ("**Rockbridge**"; each of Chad, Clifford, Garland, Ben and Rockbridge is sometimes referred to individually herein as a "**Guarantor**" and collectively as the "**Guarantors**"), and **FIRST MIDWEST BANK** (the "**Lender**").

RECITALS:

A. On or about June 5, 2009, Lender made a loan to Mortgagor in the principal amount of \$1,259,762.90 (the "**Loan**"), which Loan was evidenced by that certain Promissory Note dated June 5, 2009 (the "**Original Note**") made by Mortgagor in favor of Lender in the original principal amount of the Loan. The Original Note was amended and modified as set forth in that certain Change in Terms Agreement dated February 21, 2012 (the "**Change in Terms Agreement**") by and between Mortgagor and Lender pursuant to which the principal amount of the Loan was reduced to \$1,180,739.85. The Original Note and the Change in Terms Agreement are sometimes referred to collectively herein as the "**Note**".

B. The Note is secured by, among other things, that certain Mortgage dated August 13, 2009 executed by Mortgagor, recorded with the Cook County, Illinois Recorder of Deeds as

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Document No. 0922346054 and re-recorded with the Cook County, Illinois Recorder of Deeds as Document No. 1002939080 (collectively, the "**Original Mortgage**"). The Original Mortgage was amended and modified pursuant to (i) that certain Modification of Mortgage dated as of December 4, 2011 (the "**First Amendment**") by and between Mortgagor and Lender which was recorded with the Cook County, Illinois Recorder of Deeds as Document No. 1206716013, (ii) that certain Second Modification of Mortgage dated as of March 4, 2012 (the "**Second Amendment**") by and between Mortgagor and Lender which was recorded with the Cook County, Illinois Recorder of Deeds as Document No. 121854048, and (iii) that certain Third Modification of Mortgage and Other Documents dated as of August 31, 2012, 2012 (the "**Third Amendment**") by and between Mortgagor, Guarantors, and Lender which was recorded with the Cook County, Illinois Recorder of Deeds as Document No. 1229218062. The Original Mortgage, the First Amendment, the Second Amendment and the Third Amendment are sometimes referred to collectively herein as the "**Mortgage**".

C. In addition to the Mortgage, the Note is secured by (i) that certain Commercial Guaranty dated June 5, 2009 executed and delivered by Chad in favor of Lender; (ii) that certain Commercial Guaranty dated June 5, 2009 executed and delivered by Clifford in favor of Lender; (iii) that certain Commercial Guaranty dated June 5, 2009 executed and delivered by Garland in favor of Lender; (iv) that certain Commercial Guaranty dated June 5, 2009 executed and delivered by Ben in favor of Lender; and (v) that certain Commercial Guaranty dated October 10, 2011 executed and delivered by Rockbridge in favor of Lender. Each of the foregoing documents is referred to herein as a "**Guaranty**".

D. As of the date of this Agreement, the unpaid principal balance of the Note is \$517,749.00 (the "**Unpaid Principal Balance**").

E. The maturity date of the Note is August 31, 2013 and Mortgagor and Lender desire to extend the maturity date of the Note and to amend and modify the Note and the Mortgage on and subject to the terms, provisions and conditions of this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Agreement), (ii) the covenants and agreements contained in this Agreement, and (iii) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. **Incorporation.** The foregoing Recitals are hereby incorporated into this Agreement as if fully set forth herein. Any capitalized term used in this Agreement which is not defined herein shall have the meaning ascribed to such term in the Note or the Mortgage.

2. **Modifications to Note.** Mortgagor and Lender agree to amend and modify the Note as follows:

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(a) From and after the date of this Agreement, the unpaid principal balance of the Note shall bear interest at the per annum rate of five percent (5%);

(b) The Maturity Date of the Note is hereby extended to December 31, 2015 and Mortgagor hereby acknowledges and agrees that it shall have no further right to extend the Maturity Date;

(c) Simultaneous with Mortgagor's execution and delivery of this Agreement, Mortgagor shall pay the following amounts to Lender:

(i) \$120,000.00, which amount shall be applied to the Unpaid Principal Balance; and

(ii) \$7,560.00 which amount shall be deposited into the Loan Reserve (as defined in the Third Amendment); and

(iii) \$1,998.75 as a fee and consideration for Lender's agreement to enter into this Agreement; and

(d) Commencing on March 4, 2013 and continuing on the fourth (4th) day of each calendar month, including the month in which the Maturity Date occurs, Mortgagor shall make monthly payments of principal and interest equal to \$2,617.00, which is the monthly amount necessary to pay \$397,749.00 (constituting the Unpaid Principal Balance less the \$120,000.00 payment made pursuant to Section 2(c)(i) above) in full over a twenty (20) year period with interest at the per annum rate of five percent (5%). On or before the Maturity Date, Mortgagor shall pay all accrued and unpaid interest together with the unpaid principal portion of the Loan.

Except as modified by this Agreement, the Note shall remain in full force and effect in accordance with its terms provisions and conditions.

3. Installment Sale. Prior to the date hereof, Mortgagor has executed and delivered that certain Installment Agreement for Warranty Deed dated as of December 31, 2012 (the "**Installment Agreement**") by and between Mortgagor, as seller, and Melisa Jimenez ("**Purchaser**"), as purchaser, pursuant to which Installment Agreement Purchaser has agreed to purchase the Property from Mortgagor on and subject to the terms and provisions set forth in the Installment Agreement. Mortgagor has previously delivered to Lender a true, complete and correct copy of the Installment Agreement and Mortgagor agrees that it shall not, without the prior written consent of Lender, amend, modify or terminate the Installment Agreement or any of Purchaser's obligations thereunder. Mortgagor shall direct Purchaser to deliver to Lender each of Purchaser's Monthly Payments (as defined in Section 1(b) of the Installment Agreement) and real estate tax escrow payments (to be made pursuant to Section 9 of the Installment Agreement) as and when the same are due under the Installment Agreement. To the extent paid by Purchaser as required hereunder, the Monthly Payments shall be applied and held by Lender as follows:

(a) First, the Monthly Payment shall be applied to the monthly payment of principal and interest to be paid by Mortgagor to Lender pursuant to Section 2(d) above;

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(b) Second, the Monthly Payment shall be applied to the payment of monthly condominium assessments due and owing with respect to the Property; and

(c) Third, the balance of the Monthly Payment shall be deposited into the Loan Reserve.

All real estate tax escrow payments made by Purchaser shall be deposited into a real estate tax escrow account for the payment of real estate taxes on the Property.

Mortgagor acknowledges and agrees that Purchaser's failure to deliver any Monthly Payment or real estate tax escrow payment to Lender shall not excuse, postpone or delay Mortgagor's obligation to make the monthly payments of principal and interest described in Section 2(d) of this Agreement nor shall Purchaser's failure to pay the remaining balance of the Installment Balance at the Final Closing (as each of such terms is defined in the Installment Agreement) excuse, postpone or delay Mortgagor's obligation to pay the unpaid principal amount of the Note on the Maturity Date.

4. Modification of Mortgage and other Loan Documents. The Mortgage and each of the other documents and instruments which evidence or secure the payment of Loan are hereby modified so that each reference in each of such documents to the "Note" is hereby deemed to mean and refer to the Note as amended and modified by this Agreement.

5. Representations and Warranties of the Mortgagor. Mortgagor represents, covenants and warrants to the Lender as follows:

(a) The Mortgage is in full force and effect and, following the execution and delivery of this Agreement, the Mortgage continues to be the legal, valid and binding obligations of the Mortgagor enforceable in accordance with its terms, subject to limitations imposed by general principles of equity.

(b) As of the date of this Agreement, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Note or the Mortgage, as modified by this Agreement.

6. Reaffirmation of Loan Documents. Mortgagor ratifies and affirms the Note, the Mortgage and the other documents which evidence and secure the payment of the Note, as amended hereby, and agrees that all of such loan documents are and shall be in full force and effect following the execution and delivery of this Agreement.

7. Representations, Warranties and Covenants of Guarantors. Each Guarantor hereby represents, warrants and covenants to Mortgagor as follows:

(a) The representations and warranties of each of the Guarantors in the Guaranty to which it is a party are true and correct in all material respects as of the date hereof.

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(b) There is currently no Event of Default under any Guaranty, and Guarantors do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute any such Event of Default.

(c) Each Guaranty is in full force and effect and, following the execution and delivery of this Agreement, each Guaranty shall continue to be the legal, valid and binding obligation of the respective Guarantor which signed the Guaranty, enforceable in accordance with their respective terms.

(d) There has been no material adverse change in the financial condition of any or all of the Guarantors from the date of the most recent financial statement received by Mortgagor.

(e) As of the date hereof, none of the Guarantors has any claim, counterclaim, defense, or set-off with respect to its respective Guaranty.

(f) This Agreement has been duly executed and delivered by each Guarantor.

8. Reaffirmation of Guaranty. Each Guarantor ratifies and affirms the Guaranty to which it is a party, and agrees that each Guaranty is and shall be in full force and effect following the execution and delivery of this Agreement.

9. Miscellaneous.

(a) This Agreement is governed by and should be construed in accordance with the laws of the State of Illinois.

(b) This Agreement may not be construed more strictly against the Lender than against the Mortgagor merely by virtue of the fact that the same has been prepared by counsel for the Lender, it being recognized that the Mortgagor and the Lender have contributed substantially and materially to the preparation of this Agreement, and the Mortgagor and the Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending to be legally bound by the terms and provisions of this Agreement, of its own free will, without promises or threats or the exertion of duress upon it. The signatories state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by the Lender, nothing contained in this Agreement may be considered to constitute the Lender a venturer or partner of or in any way associated with the Mortgagor nor will privity of contract be presumed to have been established with any third party.

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(c) The Mortgagor and the Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Note, the Mortgage and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of the Mortgagor and the Lender; and that all such prior understandings, agreements and representations are modified as set forth in this Agreement. Except as expressly modified, the terms of the Mortgage are and remain unmodified and in full force and effect.

(d) This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

This Agreement may be executed in one or more counterparts, all of which, when taken together, constitute one original Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

FIRST MIDWEST BANK

By: *Christopher Cernek*
Christopher Cernek, Vice President

MORTGAGOR:

20 WEST ONTARIO, LLC, an Illinois limited liability company

By: _____
Chad Middendorf, its manager

GUARANTORS:

Chad Middendorf

Clifford R. Middendorf

Garland A. Middendorf

Ben Rosenfeld

ROCKBRIDGE PROPERTIES, INC., an Illinois corporation

By: _____
Chad Middendorf, President

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FIRST MIDWEST BANK

By: _____
Christopher Cernek, Vice President

MORTGAGOR:

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By: Chad Middendorf
Chad Middendorf, its manager

GUARANTORS:

Chad Middendorf
Chad Middendorf

Clifford R. Middendorf
Clifford R. Middendorf

Garland A. Middendorf
Garland A. Middendorf

Ben Rosenfeld

ROCKBRIDGE PROPERTIES, INC., an Illinois corporation

By: Chad Middendorf
Chad Middendorf, President

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By: _____
Chad Middendorf, its manager

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Clifford R. Middendorf

Garland A. Middendorf

Ben Rosenfeld

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Clifford R. Middendorf

Garland A. Middendorf

Ben Rosenfeld

ROCKBRIDGE PROPERTIES, INC., an Illinois corporation

By: _____
Chad Middendorf, President

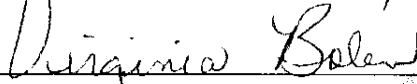
Property of Cook County Clerk's Office

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JB Kentucky)
 STATE OF ~~ILLINOIS~~)
 JB Jefferson) SS.
 COUNTY OF ~~COOK~~)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Chad Middendorf, the Manager of 20 West Ontario, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5TH day of February 2013.



 Notary Public

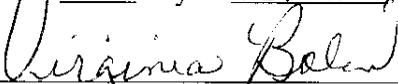
My Commission Expires:

1/28/16

JB Kentucky)
 STATE OF ~~ILLINOIS~~)
 JB Jefferson) SS.
 COUNTY OF ~~COOK~~)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Chad Middendorf, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared 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 5TH day of February 2012.



 Notary Public

My Commission Expires:

1/28/16

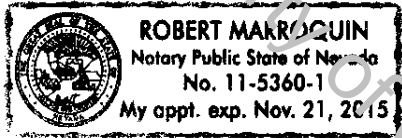
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NEVADA
STATE OF ~~ILLINOIS~~)
CLARK) SS.
COUNTY OF ~~COOK~~)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Clifford A. Middendorf, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared 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 6th day of FEBRUARY, 2013.

Robert Marroquin
Notary Public



My Commission Expires:

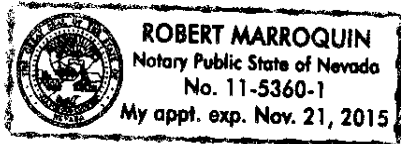
11/21/2015

NEVADA
STATE OF ~~ILLINOIS~~)
CLARK) SS.
COUNTY OF ~~COOK~~)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Garland A. Middendorf, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared 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 6th day of FEBRUARY, 2013.

Robert Marroquin
Notary Public



My Commission Expires:

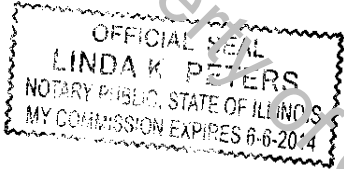
11/21/2015

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Ben Rosenfeld, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared 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 5th day of February, 2013.



Linda K. Peters
Notary Public

My Commission Expires:

6-6-2014

~~STATE OF ILLINOIS~~)
Kentucky)
Jefferson) SS.
~~COUNTY OF COOK~~)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Chad Middendorf, the President of Rockbridge Properties, Inc. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of February, 2013.

Virginia Belen
Notary Public

My Commission Expires:

1/28/16

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Ben Rosenfeld, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared 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 ____ day of _____, 2013.

Notary Public

My Commission Expires:

UB Kentucky)
STATE OF ~~ILLINOIS~~)
UB Jefferson) SS.
COUNTY OF ~~COOK~~)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Chad Middendorf, the President of Rockbridge Properties, Inc. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5TH day of February, 2013.

Virginia Balen

Notary Public

My Commission Expires:
1/28/16

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES HEREBY CERTIFY** that Christopher Cernek, the Vice President of First Midwest Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of February, 2013.

Elizabeth K. Scott
 Notary Public



My Commission Expires:
3-2-16

Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

UNIT 100 IN 20 WEST ONTARIO CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE WEST HALF OF LOT 4 AND THE EAST HALF OF LOT 5 IN BLOCK 24 IN THE NORTH PART OF WOLCOTT'S ADDITION TO CHICAGO IN THE NORTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0606831119, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property Address: Unit 100, 20 West Ontario, Chicago, IL
Permanent Index Numbers: 17-09-227-034-1001
17-09-227-034-1002