

# UNOFFICIAL COPY

PREPARED BY AND  
UPON RECORDATION  
MAIL TO:



TERRY D. JEFFREY  
BURKE, WARREN, MACKAY & SERRITELLA, P.C.  
330 N. WABASH AVENUE, 22ND FLOOR  
CHICAGO, ILLINOIS 60611

Doc#: 0508133225  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 03/22/2005 01:17 PM Pg: 1 of 4

## MORTGAGE MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is made and entered into as of February 28, 2005, by and between CERTIFIED AUTOMOTIVE WAREHOUSE, INC., an Illinois corporation (the "Mortgagor") and TCF NATIONAL BANK ("Mortgagee").

### WITNESSETH:

8174303 DA CB  
WHEREAS, the Mortgagor has heretofore executed and delivered to Mortgagee a certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated October 13, 2003 (the "Mortgage") in favor of Mortgagee, recorded as Document Number 0330942298 encumbering certain real property located in Cook County, Illinois described on the attached Exhibit A which secures payment of certain Obligor's Liabilities as defined in said Mortgage;

WHEREAS, the Mortgage needs to be modified to cross collateralize a \$675,000.00 note from Mortgagee to one of the Obligor's under the Mortgage;

WHEREAS, subject to the condition that this Mortgage Modification Agreement is executed and delivered by the Mortgagor, Mortgagee intends to provide certain credit facilities to the Obligor's, including Mortgagor, subject to the terms of a Loan and Security Agreement ("Loan Agreement") dated as of the date hereof;

WHEREAS, Mortgagor is a Borrower under the Loan Agreement; and

WHEREAS, to satisfy the aforesaid condition and further secure repayment of the Liabilities (as hereinafter defined), including any extensions, renewals, modifications or replacements of thereof without limit as to number or frequency, the Mortgagor desires to modify and amend the Mortgage as hereinafter set forth and subject to the terms, provisions and conditions hereinafter contained.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

Box 400-CTCC

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1. The definition of the Liabilities which the Mortgage secures shall be supplemented by adding the following:

(i) That certain note dated December 11, 2003 executed by one of the Obligor in favor of Mortgagee in the amount of \$675,000, and

(ii) Those certain notes executed by Mortgagor and Obligor in favor of Mortgagee in the combined amount of \$4,801,456.88 as more particularly described in the Loan Agreement.

2. Notwithstanding anything in this Agreement to the contrary, all of the provisions of this Agreement shall be subject to and conditioned upon Mortgagor causing Chicago Title Insurance Company to issue and deliver to Mortgagee an endorsement to its Loan Policy No. 1401008174303 (the "Policy") (i) extending the effective date of the Policy through the date of the recording of this Mortgage Modification Agreement, (ii) insuring the priority lien of the Mortgage, as modified hereby, subject only to the Schedule B exceptions listed on the Policy, (iii) raising no additional Schedule B exceptions unless approved by Bank, (iv) reflecting that all real estate taxes due and owing with respect to the Premises have been fully paid, and (v) increasing the policy coverage to an amount approved by Bank.

It is further agreed as between the Mortgagor and the Mortgagee that neither the Mortgage nor any other security given to secure same shall in any way be prejudiced by this Agreement, said Mortgage being intended to be modified only to the extent therein and herein mentioned, and said Mortgage to continue and remain in full force and effect. The parties hereto hereby ratify, confirm and reaffirm all of their respective covenants, agreements and conditions as set forth in the Mortgage, as modified and amended herein.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage Modification Agreement to be executed by their respective duly authorized officers all on and as of the day, month and year first above written.

MORTGAGOR:

CERTIFIED AUTOMOTIVE WAREHOUSE, INC.,  
an Illinois corporation

By: 

Its: \_\_\_\_\_

MORTGAGEE:

TCF NATIONAL BANK

By: 

Its: \_\_\_\_\_

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STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK        )

On this 28<sup>th</sup> day of FEBRUARY, 2005, before me, the undersigned Notary Public, personally appeared Phillip Ferguson, the \_\_\_\_\_ President of CERTIFIED AUTOMOTIVE WAREHOUSE, 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/she signed and delivered 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.

By: [Signature] Residing at: \_\_\_\_\_

Notary Public in and for the State of ILL.

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



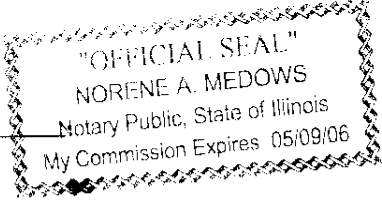
STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK        )

On this 28<sup>th</sup> day of February, 2005, before me, the undersigned Notary Public, personally appeared Luce K. Jesterhouse, Sr Vice President of TCF NATIONAL BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr Vice President appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said TCF NATIONAL BANK for the uses and purposes therein set forth.

By: [Signature] Residing at: \_\_\_\_\_

Notary Public in and for the State of IL

My Commission Expires: 5-9-06



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## EXHIBIT A

### LEGAL DESCRIPTION

**PARCEL 1:**

THE SOUTH 81.0 FEET OF LOT 254, ALL OF LOTS 255 AND 256 (EXCEPT THE SOUTH 81.0 FEET OF LOT 256) AND THE WEST 1/2 OF ARNOLD'S CANAL EAST OF AND ADJOINING SAID LOTS IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, EXTENDED, A SUBDIVISION IN THE NW 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE SOUTH 81.0 FEET OF LOT 253 AND LOT 254 (EXCEPT THE SOUTH 81.0 FEET OF 254) AND THE WEST 1/2 OF ARNOLD'S CANAL EAST OF AND ADJOINING SAID LOTS IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, EXTENDED, A SUBDIVISION IN THE NW 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 253 (EXCEPT THE SOUTH 81 FEET), ALL OF LOT 252 AND THE SOUTH 41 FEET OF LOT 251 (EXCEPT THAT PART OF LOTS 251 AND 252 DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF LOT 252, THENCE NORTH ALONG THE WEST LINES OF LOTS 252 AND 251 A DISTANCE OF APPROXIMATELY 141.6 FEET TO THE NORTH LINE OF THE SOUTH 41.0 FEET OF SAID LOT 251, THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 41.0 FEET OF SAID LOT 251 A DISTANCE OF 6.78 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, EXTENDED, BEING A SUBDIVISION OF THAT PART OF THE NW 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST 1/2 OF ARNOLD'S CANAL EAST AND ADJOINING SAID LOTS, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THE SOUTH 81 FEET OF LOT 256, ALL OF LOT 257 AND LOT 258 (EXCEPT THE SOUTH 31 FEET OF LOT 258 AND EXCEPT THE EAST 40 FEET OF EACH OF SAID LOTS) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, EXTENDED, A SUBDIVISION IN THE NW 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID PROPERTY THE FOLLOWING: THE EAST 14.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: THE SOUTH 81 FEET OF LOT 256, ALL OF LOT 257 AND LOT 258 (EXCEPT THE SOUTH 31 FEET OF LOT 258 AND EXCEPT THE EAST 40 FEET OF EACH OF SAID LOTS) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, EXTENDED, A . SUBDIVISION IN THE NW 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 17-29-100-035-0000;17-29-100-042-0000;17-29-100-043-0000; AND 17-29-100-044-0000

COMMONLY KNOWN AS: 2241, 2301 AND 2357 SOUTH ASHLAND AVE., CHICAGO, IL 60608