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Much Shelist  
191 North Wacker Drive  
Suite 1800  
Chicago, Illinois 60606.1615  
Attn: Michael D. Burstein, Esq.



Doc#: 0609745077 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/07/2006 01:21 PM Pg: 1 of 6

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**SECOND AMENDMENT TO REVOLVING MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (COOK COUNTY,  
ILLINOIS) AND ASSIGNMENT OF RENTS AND LEASES**

THIS SECOND AMENDMENT TO REVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (COOK COUNTY, ILLINOIS) AND ASSIGNMENT OF RENTS AND LEASES (this "**Amendment**") is made as of the 31<sup>st</sup> day of January, 2006, by DORA, LLC, an Illinois limited liability company (the "**Mortgagor**"), to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns (the "**Bank**").

**RECITALS:**

A. Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of December 29, 2004, and amended by that certain Waiver and First Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated September 30, 2005 (as amended, the "**Loan Agreement**"), executed by and among (i) the Mortgagor, Collision Revision, Inc., a Delaware corporation ("**Collision Revision**"), Collision Revision 13081, Inc., a Florida corporation ("**CR 13081**"), and RARB, LLC, an Illinois limited liability company ("**RARB**"; the Mortgagor, Collision Revision, CR 13081 and RARB are collectively referred to in this Mortgage as the "**Borrower**"), and (ii) the Bank, the Bank loaned to the Borrower (a) the maximum amount of Five Million and No/100 Dollars (\$5,000,000) (the "**Revolving Loan**") and (b) the principal amount of Nineteen Million Two Hundred Fifty Thousand and No/100 Dollars (\$19,250,000) (the "**Term Loan**"); the Revolving Loan and the Term Loan are collectively referred to in this Mortgage as the "**Loan**").

B. The Revolving Loan is evidenced by that certain Replacement Revolving Note dated September 30, 2005 (as amended, restated or replaced from time to time, the "**Revolving Note**"), executed by the Borrower and made payable to the order of the Bank in the maximum

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principal amount of the Revolving Loan and due on September 30, 2006, and the Term Loan is evidenced by that certain Term Note dated December 29, 2004 (as amended, restated or replaced from time to time, the "**Term Note**"), executed by Borrower and made payable to the order of the Bank in the original principal amount of the Term Loan and due on November 30, 2011 (the "**Maturity Date**").

C. In order to secure the Revolving Note and the Term Note, the Mortgagor executed in favor of the Bank (i) that certain Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 29, 2004, and recorded with the Recorder of Deeds in Cook County, Illinois (the "**Recorder's Office**") on January 10, 2005, as Document No. 0501002433 (as amended by the "First Amendment to Mortgage" [defined below], the "**Mortgage**"), as amended by that certain First Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Cook County, Illinois) dated as of September 30, 2005, and recorded with the Recorder's Office on November 10, 2005, as Document No. 053410012 (the "**First Amendment to Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "**Property**"), and (ii) that certain Assignment of Rents and Leases dated December 29, 2004, and recorded in the Recorder's Office on January 10, 2005, as Document No. 0501002434 (as amended by the First Amendment, the "**Assignment of Leases**"). Any capitalized term not otherwise defined in this Amendment has the meaning set forth in the Mortgage.

D. The Borrower has requested, and the Bank has agreed, among other things, to (i) make a Term Loan #2 to the Borrower in the maximum principal amount of Four Hundred Seventy-Six Thousand Four Hundred Thirty-Nine and 00/100 Dollars (\$476,439.00), and (ii) make a Term Loan #3 to the Borrower in the maximum principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), all in accordance with that certain Waiver and Second Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of even date herewith (the "**Second Amendment**").

E. The Term Loan #2 shall be evidenced by that certain Term Note #2 of even date herewith (as amended, restated or replaced from time to time, the "**Term Note #2**"), executed by the Borrower and made payable to the order of the Bank in the maximum principal amount of the Term Note #2 and due on January 1, 2011, and the Term Loan #3 shall be evidenced by that certain Term Note of even date herewith (as amended, restated or replaced from time to time, the "**Term Note #3**"), executed by Borrower and made payable to the order of the Bank in the original principal amount of the Term Loan #3 and due on January 1, 2011, except as each such Note may be accelerated pursuant to the terms of the Loan Documents.

F. A condition precedent to the Bank's making the Term Loan #2 and the Term Loan #3 to the Borrower and its execution of the Second Amendment is the execution and delivery by the Mortgagor of this Amendment.

### AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth above (which are incorporated into and made a part of this Amendment), (ii) the agreements by the Bank to

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modify the Mortgage and the Assignment of Leases, as provided in this Amendment, (iii) the covenants and agreements contained in this Agreement, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. Definition of "Note".

Each of the Mortgage and the Assignment of Leases is amended to provide that the term "Note" means the Replacement Revolving Note, the Term Note, the Term Note #2 and the Term Note #3.

2. Miscellaneous.

2.1. This Amendment is governed by and should be construed in accordance with the laws of the State of Illinois.

2.2. Except as expressly modified hereby, the terms of the Mortgage and the Assignment of Leases are and remain unmodified and in full force and effect.

2.3. This Amendment binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

*[Remainder of Page Intentionally Left Blank - Signature Page Follows]*

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IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Amendment the day and year first above written.

DORA, LLC, an Illinois limited liability company

By: *Roger A. D'Orazio, Jr.*  
Roger A. D'Orazio, Jr., Sole Manager

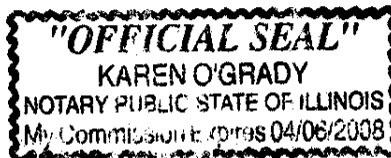
STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Roger A. D'Orazio, the Sole Manager of DORA, LLC, an Illinois limited liability company, 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9<sup>th</sup> day of February, 2006.

*Karen O'Grady*  
Notary Public

My Commission Expires: 4-6-2008



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE PROPERTY

LOT 15, THE SOUTHEASTERLY 30 FEET OF LOT 16 (AS MEASURED ON THE NORTHEASTERLY LINE AND THE SOUTHWESTERLY LINE THEREOF), THE NORTHEASTERLY 15 FEET OF THE NORTHWESTERLY 20 FEET OF LOT 16, AND THE NORTHEASTERLY 15 FEET OF LOTS 17 AND 18, ALL IN BLOCK 13 IN R. A. CEPEK'S ARLINGTON RIDGE, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 (EXCEPT THE EAST 33 FEET THEREOF) OF THE NORTHEAST 1/4 AND OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHEASTERLY LINE OF NORTHWEST HIGHWAY, SAID NORTHEASTERLY LINE OF HIGHWAY BEING 66 FEET NORTHEASTERLY OF AND PARALLEL TO THE NORTHEASTERLY LINE OF C. & N. W. RAILWAY RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 03-30-220-026-0000  
 03-30-220-071-0000  
 03-30-220-072-0000

COMMON ADDRESS: 910 W. NORTHWEST HIGHWAY, ARLINGTON  
 HEIGHTS, ILLINOIS

LOTS 35, 36, 37, 38 AND 39 IN BLOCK 4 IN EBERHART AND HAMMOND'S SUBDIVISION OF ALL THE LAND WEST OF EBERHART AVENUE IN THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 IN JAMES WEBB'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 19-14-428-030-0000  
 19-14-428-031-0000  
 19-14-428-032-0000

COMMON ADDRESS: 3518 W. 63RD STREET, CHICAGO, ILLINOIS

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THE WEST 129.42 FEET OF THE EAST 250.42 FEET TO THE WEST 371.42 FEET OF OUTLOT "B" IN LA GRANDE VISTA UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST ON THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED OCTOBER 13, 1976, AS DOCUMENT NO. 23670291, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-17-314-052-0000

COMMON ADDRESS: 6140 W. 159<sup>TH</sup> STREET, OAK FOREST,  
ILLINOIS

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