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THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

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Chicago, Illinois 60606.1615
Attn: Michael D. Burstein, Esq.

Doc#: 0627917064 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 10/08/2008 02:29 PM Pg: 1 of 6



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THIRD AMENDMENT TO PEVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (COOK COUNTY, ILLINOIS) AND ASSIGNMENT OF RENTS AND LEASES

THIS THIRD 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 30th day of September, 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:

Pursuant to the terms and conditions contained in that cartain Loan and Security Agreement dated as of December 29, 2004, and amended by that certain Vaiver and First Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated September 30, 2005, that certain Waiver and Second Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of January 31, 2006, that certain Third Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of February 24, 2006, and that certain Fourth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of even date herewith (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 pursuant to which Loan Agreement the Bank has made (i) a Revolving Loan to the Borrower evidenced by that certain Replacement Revolving Note dated as of September 30, 2005, in the maximum principal amount of Five Million and 00/100 Dollars (\$5,000,000.00), executed by the Borrower and made payable to the order of the Bank (the

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"Revolving Note"), (ii) a Term Loan to the Borrower evidenced by that certain Term Note dated as of December 29, 2004, in the principal amount of Nineteen Million Two Hundred Fifty Thousand and 00/100 Dollars (\$19,250,000.00), executed by the Borrower and made payable to the order of the Bank (the "Term Note"), (iii) a Term Loan #2 to the Borrower evidenced by that certain Term Note #2 dated as of January 31, 2006, in the maximum principal amount of Four Hundred Seventy-Six Thousand Four Hundred Thirty-Nine and 00/100 Dollars (\$476,439.00), executed by the Borrower and made payable to the order of the Bank (the "Term Note #2"), and (iv) a Term Loan #3 to the Borrower evidenced by that certain Term Note #2 dated as of January 31, 2006, in the maximum principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), executed by the Borrower and made payable to the order of the Bank (the "Term Note #3"; the Revolving Note, the Term Note, Term Note #2 and Term Note #3 are collectively referred to herein as the "Notes").

- In order to secure the Notes, the Mortgagor executed in favor of the Bank (i) that certain Revolving Moragage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated December 2°, 2004, and recorded with the Recorder of Deeds in Cook County, Illinois (the "Recorder's Crice") on January 10, 2005, as Document No. 0501002433 (as amended by the "First Amendment to Mortgage" and the "Second Amendment to Mortgage" [as each are defined below], the "Mor gage"), 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 Septe nber 30, 2005, and recorded with the Recorder's Office on November 10, 2005, as Document No. 0531410012 (the "First Amendment to Mortgage"), and that certain Second Amendment to Revolvirg Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Cook Courty, Illinois) dated as of January 31, 2006, and recorded with the Recorder's Office on April 7, 2505, as Document No. 0609745077 (the "Second Amendment to Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A he eto (the "Property"), and (ii) that certain Assignment of Rents and Leases dated December 20, 2004, and recorded in the Recorder's Office on January 10, 2005, as Document No. 0501002/34 (as amended by the First Amendment to Mortgage and the Second Amendment to Mortgage, the "Assignment of Leases"). Any capitalized term not otherwise defined in this Amendment has the meaning set forth in the Mortgage.
- C. The Borrower has requested, and the Bank has agreed, to extend the maturity date of the Revolving Loan until December 29, 2006.
- D. In connection with the extension of the Maturity Date, the Borrower has executed that certain Second Replacement Revolving Note dated as of even date herewith payable to the order of the Bank.
- E. A condition precedent to the Bank's extension of the Maturity Date is the execution and delivery by the Mortgagor of this Amendment.

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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 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:

- Definition of "Note". Each of the Mortgage and the Assignment of Leases is amended to provide that the term "Note" means the Second Replacement Revolving Note, the Term Note, the Term Note #2 and the Term Note #3.
- 2. <u>Mararity Date</u>. The maturity date of the Revolving Loan, as evidenced by the Second Replacement Revolving Note, is December 29, 2006.

3. Miscellaneous

- (a) This Amendment is governed by and should be construed in accordance with the laws of the State of Virois.
- (b) 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.
- (c) This Amendment binds and incres to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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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., Sole Manager

STATE OF ILL/NOIS) 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 and day of October 2000

Notary Public

My Commission Expires:

OPPICIAL SCAL

KAREN O'GRADY

MOTARY PUBLIC STATE OF ILLINOIS

MILLION MISSION EXPIRES 04/06/2008

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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 ARLINGO ON 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 THIRGO 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 LY 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, KANGE 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

6140 W. 159TH STREET, OAK FOREST,

JE 1.
REOF R.
JNTY, ILLIN

ARCEL DENTIFICATA

COMMON ADDRESS: