

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
To:

Michael D. Burstein
MUCH SHELIST
191 North Wacker Drive, Suite 1800
Chicago, Illinois 60606.1615



Doc#: 0803133169 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/31/2008 01:49 PM Pg: 1 of 7

or's use only

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

This **FOURTH 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 31st day of December, 2007, 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 (as amended, modified and replaced from time to time, the "**Loan Agreement**"), and amended by that certain:

- (i) Waiver and First Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated September 30, 2005,
- (ii) Waiver and Second Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of January 31, 2006,
- (iii) Third Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of February 24, 2006, and
- (iv) Fourth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of September 30, 2006,

Box 400-CTCC

7
8

FILE NOS. 8250247, 8250248, 8250251 D2 DG 1 of 1,

UNOFFICIAL COPY

executed by and among (a) 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 (b) the Bank, the Bank has made:

(a) a Revolving Loan to the Borrower evidenced by that certain Second Replacement Revolving Note dated as of September 30, 2006, 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,

(b) 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**"),

(c) a Term Loan #2 to the Borrower evidenced by that certain Term Note #2 dated as of January 31, 2006, in the 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 ("**Term Note #2**"), and

(d) a Term Loan #3 to the Borrower evidenced by that certain Term Note #2 dated as of January 31, 2006, in the 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 ("**Term Note #3**").

B. In order to secure the Notes, the Mortgagor executed in favor of the Bank that certain:

(i) 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", the "Second Amendment to Mortgage" and the "Third Amendment to Mortgage" [as each are defined below], the "**Mortgage**"), as amended by that certain

(A) 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. 0531410012 (the "**First Amendment to Mortgage**"),

(B) Second Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Cook County, Illinois) dated as of January 31, 2006, and recorded with the Recorder's Office on April 7, 2006, as Document No. 0609745077 (the "**Second Amendment to Mortgage**"), and

UNOFFICIAL COPY

(C) Third Amendment to Revolving Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Cook County, Illinois) dated as of September 30, 2006, and recorded with the Recorder's Office on October 6, 2006, as Document No. 0627917064 (the "**Third Amendment to Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit "A"** hereto (the "**Property**"), and

(ii) 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 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. Pursuant to the terms and conditions contained in that certain Fifth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of December 29, 2006, the Bank:

(i) extended the maturity date of the Revolving Loan to December 31, 2007, as evidenced by that certain Third Replacement Revolving Note dated December 29, 2005, and

(ii) made a Term Loan #4 to the Borrower evidenced by that certain Term Note #4 dated as of December 29, 2006, in the principal amount of **ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$1,100,000.00), executed by the Borrower and made payable to the order of the Bank ("**Term Note #4**").

D. Pursuant to the terms and conditions contained in that certain Sixth Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of July 31, 2007, the Bank made a Capex Loan to the Borrower evidenced by that certain Capex Note dated as of July 31, 2007, in the maximum principal amount of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$500,000.00), executed by the Borrower and made payable to the order of the Bank (the "**Capex Note**").

E. The Borrower has requested, and the Bank has agreed, to (i) extend the maturity date of the Revolving Loan until December 31, 2008, and (ii) increase the maximum principal amount of the Capex Loan to **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$1,500,000.00), all in accordance with that certain Seventh Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of even date herewith (the "**Seventh Amendment**").

F. In connection with (i) the extension of the Maturity Date, the Borrower has executed that certain Fourth Replacement Revolving Note dated as of even date herewith payable to the order of the Bank in the maximum principal amount of the Revolving Loan and due on December 31, 2008 (the "**Fourth Replacement Revolving Note**"), and (ii) the increase of the maximum principal amount of the Capex Loan, the Borrower has executed that certain Replacement Capex Note dated as of even date herewith payable to the order of the Bank in the

UNOFFICIAL COPY

maximum principal amount of **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$1,500,000.00) and due on July 31, 2013 (the "**Replacement Capex Note**").

G. A condition precedent to the Bank's (i) extending the Maturity Date of the Revolving Loan to December 31, 2008, (ii) increasing the maximum principal amount of the Capex Loan to **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$1,500,000.00), and (iii) execution of the Seventh 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 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, collectively, the Fourth Replacement Revolving Note, the Term Note, Term Note #2, Term Note #3, Term Note #4 and the Replacement Capex Note.

2. **Maturity Date**. The term "Maturity Date" means July 31, 2013, which is the maturity date of the Replacement Capex Note.

3. **Miscellaneous**.

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

(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.

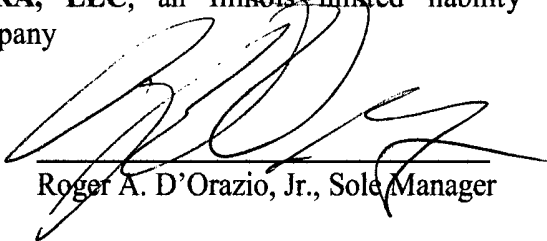
(c) This Amendment binds and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

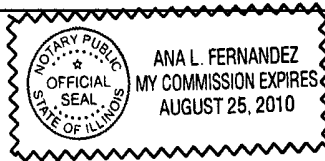
UNOFFICIAL COPY

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

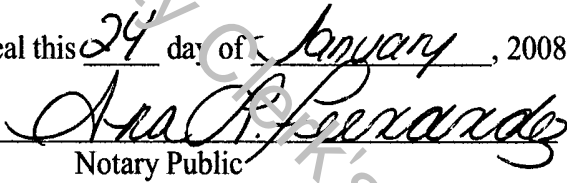
By: 
Roger A. D'Orazio, Jr., Sole Manager

STATE OF 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 24 day of January, 2008.


Notary Public

My Commission Expires:

August 25, 2010

UNOFFICIAL COPY

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.

PROPERTY ADDRESS:

910 W. Northwest Highway
Arlington Heights, Illinois

PERMANENT TAX IDENTIFICATION NUMBERS:

03-30-220-026-0000
03-30-220-071-0000
03-30-220-072-0000

[Legal Description Continues on Following Page]

UNOFFICIAL COPY

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.

PROPERTY ADDRESS:

3518 W. 63rd Street
Chicago, Illinois

PERMANENT TAX IDENTIFICATION NUMBERS:

19-14-428-030-0000
19-14-428-031-0000
19-14-428-032-0000

THE WEST 129.42 FEET OF THE EAST 250.42 FEET ^{of} 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.

PROPERTY ADDRESS:

6140 W. 159th Street
Oak Forest, Illinois

PERMANENT TAX IDENTIFICATION NUMBER:

28-17-314-052-0000