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**PREPARED BY AND WHEN  
RECORDED MAIL TO:**

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Doc#: 0807944029 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/19/2008 03:16 PM Pg: 1 of 5

**AMENDMENT NO. 1 TO MORTGAGE AND  
SECURITY AGREEMENT – MAIN STREET INVESTMENTS, L.L.C.**  
(5200 Otto, Rosemont, Illinois)

Amendment No. 1 to Mortgage and Security Agreement dated as of October 15, 2007, made by **MAIN STREET INVESTMENTS, L.L.C.** ("Mortgagor") in favor of **COLE TAYLOR BANK** ("Mortgagee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof.

**P R E A M B L E:**

Mortgagor gave to Mortgagee that certain Mortgage and Security Agreement dated November 15, 2003, which was recorded on December 10, 2003 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 0334418148 (the "Mortgage"). Mortgagor and Flash Cab, L.L.C. ("Flash") have requested Mortgagee to modify certain terms and conditions of its existing financing to Mortgagor and to extend new financing to Flash. Mortgagee has agreed to do so, so long as, among other things, Mortgagor executes and delivers to Mortgagee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Mortgagor agrees as follows:

1. Article 1 of the Mortgage is amended to as follows:

**"1. RECITALS**

1.01 Notes. Pursuant to that certain Loan and Security Agreement dated as of November 15, 2003, as amended from time to time, including, without

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limitation, as of the date of Amendment No. 1 to this Mortgage entered into by and among Mortgagor, Suburban Dispatch L.L.C., Flash Cab, L.L.C. ("Flash") and Mortgagee (said Loan and Security Agreement, as may be amended or restated from time to time, shall be hereinafter referred to as the "Loan Agreement"), (A) that certain Revolving Note 3 (said Revolving Note 3, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Revolving Note 3") in the principal amount of \$750,000.00 payable, along with interest, and maturing as specified in the Revolving Note 3 has been or is being contemporaneously executed and delivered by Flash to Mortgagee, and (B) that certain Amended and Restated Term Note 4 (said Term Note 4, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Term Note 4") (the Revolving Note 3 and the Term Note 4 are sometimes hereafter individually referred to as a "Note" and collectively as the "Notes") in the principal amount of \$250,000.00 payable, along with interest, and maturing as specified in the Term Note 4, has been or is being contemporaneously executed and delivered by Mortgagor to Mortgagee. The Revolving Note 3 contemplates a variable rate of interest.

1.02 Guaranty. Pursuant to that certain guaranty entered into by Mortgagor dated as of October 15, 2007 (said guaranty, as may from time to time be extended, amended, modified, substituted, restated, confirmed and/or reaffirmed shall be referred to as the "Guaranty"), Mortgagor guaranteed all of the indebtedness, obligations and liabilities of Flash to Mortgagee, whether now existing or hereafter arising, and howsoever created, arising or evidenced.

1.03 This Mortgage. To induce Mortgagee to (A) enter into the Loan Agreement and (B) make the loans which are the subject of the Notes, and as security for the repayment of the Notes, the payment and performance of the Guaranty and payment and performance of all other indebtedness, obligations and liabilities of Flash and/or Mortgagor to Mortgagee, howsoever created, arising or evidenced, and whether now existing or hereafter arising, including, but not limited to, under the Loan Agreement and any document entered into or given pursuant to the Loan Agreement (all of the indebtedness, liabilities and obligations referenced in this Section shall be collectively referred to as the "Obligations"), Mortgagor has agreed to execute and deliver to Mortgagee this Mortgage. This Mortgage is given as equal security for all of the Obligations without preference or priority of any part of the Obligations by reason of priority of time or of the negotiation thereof or otherwise.

This Mortgage is given in part to secure the "Line of Credit" obligations as evidenced and witnessed by the Revolving Note 3, and secures not only the indebtedness from Flash and/or Mortgagor existing on the date hereof, but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness out-

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standing at the time any advance is made. The lien of this Mortgage as to third persons without actual notice thereof shall be valid as to all indebtedness and future advances from the time this Mortgage is filed for record in the Office of the Recorder of Deeds of the County set forth on Exhibit A attached hereto. The total amount of revolving indebtedness that may be secured by this Mortgage may increase or decrease from time to time, but the total unpaid balances of the Revolving Note 3 secured at any one time, shall not exceed the maximum principal amount of the aggregate of the Revolving Note 3 (as amended, extended, substituted, restated, replaced or renewed from time to time), plus interest thereon and any disbursements made by the Mortgagee for the payment of taxes, special assessments, or insurance on the above described real estate, with interest on such disbursements."

2. All references to the "Mortgage" in the Mortgage shall mean the "Mortgage" as amended by this Amendment and as may be further amended and/or restated from time to time.

3. In all other respects, the Mortgage is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Mortgage shall have the same meanings herein as therein.

MAIN STREET INVESTMENTS, L.L.C.

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten signature]*  
*[Handwritten name]*

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STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK )

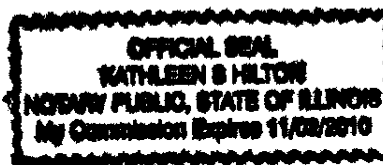
I, Kathleen S. Hilton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Dave Cauer Managing Member of Main Street Investments, L.L.C. personally are known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's 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 26<sup>th</sup> day of OCTOBER, 2007.

Kathleen S. Hilton  
NOTARY PUBLIC

My Commission Expires:

11-2-10



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## EXHIBIT A - LEGAL DESCRIPTION

LEGAL:

LOT 7 (EXCEPT THE NORTHERLY 20 FEET OF LOT 7) IN B.L. CARLSTEN'S INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF LOT 5 IN HENRY HACHMEISTER'S DIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 12-09-213-012-6000

COMMON ADDRESS: 5200 Otte, Rosemont, Illinois

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