

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY
AND, AFTER RECORDING
RETURN TO:

Warner Norcross & Judd LLP
Andrew D. Hakken
900 Fifth Third Center
111 Lyon Street N.W.
Grand Rapids, Michigan 49503



Doc#: 1029545066 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/22/2010 02:32 PM Pg: 1 of 6

[space above for recorder's use only]

FIRST AMENDMENT TO SECOND COMMERCIAL MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

Mortgagor: Certified Automotive Warehouse, Inc.
Mortgagor's Entity Status: Corporation
State of Organization of Mortgagor: Illinois
Organizational I.D. of Mortgagor: 54536836

THIS FIRST AMENDMENT OF SECOND MORTGAGE (herein "First Amendment") is made as of October 15, 2010, by and between the Mortgagor, **CERTIFIED AUTOMOTIVE WAREHOUSE, INC.**, an Illinois corporation, whose address is 1175 Lee Street, Des Plaines, Illinois 60016 (herein "Mortgagor"), and the Mortgagee, **FIFTH THIRD BANK**, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, for itself, as agent for the benefit of all existing and future affiliates of Fifth Third Bancorp, an Ohio corporation, and as agent for the other lenders referenced in the Mortgage (as defined below), whose address is 111 Lyon Street, NW, Grand Rapids, Michigan 49503 (herein "Lender").

RECITALS

A. Mortgagor executed and delivered to Lender a Second Commercial Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of July 31, 2006, and recorded August 3, 2006, as Document No. 0621531033, Cook County, Illinois Records ("**Mortgage**").

UNOFFICIAL COPY

B. Mortgagor has requested Lender, in its individual capacity, to refinance certain indebtedness that is secured by the Prior Mortgage, which Lender has agreed to do, subject to the terms and conditions set forth in this First Amendment.

AMENDMENT

MORTGAGOR AND BANK AGREE AS FOLLOWS:

1. In addition to the Indebtedness identified in the Mortgage, the Mortgage secures payment and performance of (a) the indebtedness and obligations of Mortgagor under a certain \$1,700,000 Term Loan Note and Agreement dated as of the date of this First Amendment (the "**Term Note**"), between Lender and Borrower, (b) all Rate Management Obligations (as defined in the Term Note), and (c) all modifications, extensions and renewals of the foregoing.

2. The Mortgage shall secure the Indebtedness in the following order of priority: first, with respect to Indebtedness owed to Lender, in its individual capacity; second, with respect to Indebtedness owed to all existing and future affiliates of Fifth Third Bancorp; and third, with respect to Indebtedness owed to the other lenders referenced in the Mortgage.

3. Except as amended in this First Amendment, the terms and conditions of the Mortgage shall continue in full force and effect.

4. Capitalized terms that are not otherwise defined in this First Amendment shall have the same meanings set forth in the Mortgage.

Signatures on following page

UNOFFICIAL COPY

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, Mortgagor and Lender have signed this First Amendment or has caused the same to be executed by its representatives thereunto duly authorized.

MORTGAGOR:

CERTIFIED AUTOMOTIVE WAREHOUSE, INC., an Illinois corporation

By:

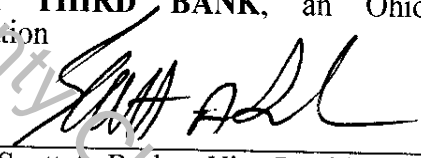


Gregory D. Hinkle, Treasurer

LENDER:

FIFTH THIRD BANK, an Ohio banking corporation

By:



Scott A. Burke, Vice President

UNOFFICIAL COPY

THE STATE OF MICHIGAN §
 §
COUNTY OF KENT §

This instrument was acknowledged before me on the 15th day of October, 2010, by Gregory D. Hinkle, Treasurer of Certified Automotive Warehouse, Inc., an Illinois corporation, on behalf of said corporation.

Elizabeth Roldan
Notary Public in and for the
State of Michigan, Kent County

Printed Name of Notary Public:
Elizabeth Roldan

My Commission Expires:
March 5, 2013

THE STATE OF MICHIGAN §
 §
COUNTY OF KENT §

This instrument was acknowledged before me on the 15th day of October, 2010, by Scott A. Burke, Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of said corporation.

Elizabeth Roldan
Notary Public in and for the
State of Michigan, Kent County

Printed Name of Notary Public:
Elizabeth Roldan

My Commission Expires:
March 5, 2013

UNOFFICIAL COPY

PIN # 17-29-100-035-0000; 17-29-100-042-0000; 17-29-100-043-0000; and 17-29-100-044-0000

EXHIBIT A

DESCRIPTION OF PROPERTY

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 141.0 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

UNOFFICIAL COPY

EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID PROPERTY THE FOLLOWING: THE EAST 14.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS 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.

*Property Address: 2301-67 S Ashland Ave
Chicago, IL.*

Property of Cook County Clerk's Office