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Doc#: 1108245056 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/23/2011 03:02 PM Pg: 1 of 10

Property Addresses:

4427 Midlotnian Turnpike
Crestwood, Illinois 60445

PIN(s): 28-03-308-045, 046, 050, 051, 052,
053, 054 and 055

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THIRD MODIFICATION TO MORTGAGE, SECURITY AGREEMENT ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND TO ASSIGNMENT OF RENTS AND LEASES

THIS THIRD MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Third Modification") is made and entered into effective as March 8, 2011, by and among, CRESTWOOD INVESTMENTS I, LLC, an Illinois limited liability company ("Crestwood I"), CRESTWOOD INVESTMENTS II, LLC, an Illinois limited liability company ("Crestwood II" together with Crestwood I are referred to herein, collectively, as the "Mortgagor"), and COLE TAYLOR BANK, an Illinois banking corporation, whose address is 9550 West Higgins Road, Rosemont, Illinois 60018 (the "Mortgagee").

RECITALS:

A. Mortgagee is continuing to make a revolving loan in the amount of Four Million Dollars (\$4,000,000) ("Revolving Loan") and has agreed to make a term loan in the principal amount of One Million Dollars (\$1,000,000) ("ABCO Term Loan", together with the Revolving Loan, are the "ABCO Loans") to ABCO TRUCK & EQUIPMENT CO., LTD., an Illinois corporation ("ABCO") and AMERICAN BODY COMPANY, an Illinois corporation ("American", together with ABCO are referred to, collectively, as the "ABCO Borrowers"), jointly and severally, arising under and pursuant to that certain Loan and Security Agreement dated as of August 29, 2008, made by and among the ABCO Borrowers and Mortgagee, as amended (collectively, the "ABCO Loan Agreement"). The ABCO Loans are evidenced by that certain (i) Second Amended and Restated Revolving Note dated of even date herewith, made by ABCO Borrowers in favor of Mortgagee in the maximum principal amount of Four Million and No/100 Dollars (\$4,000,000) (the "Revolving Note") and due on September 1, 2011 ("Revolving Note Maturity Date") and (ii) Term Note dated of even date herewith, made by ABCO Borrowers in favor of Mortgagee in the maximum principal amount of One Million and No/100 Dollars (\$1,000,000) (the "ABCO Term Note"; together with the Revolving Note, are herein referred to as the "ABCO Notes") and due on March 7, 2014 ("ABCO Term Loan Maturity Date").

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B. Mortgagee has made a loan (the "Mortgage Loan") to Mortgagor, jointly and severally, evidenced by that certain Amended and Restated Promissory Note dated as of August 26, 2009, made by Mortgagor in favor of Mortgagee in the original principal amount of Three Million One Hundred One Thousand Thirty-Eighty and No/100 Dollars (\$3,101,038) (the "Mortgage Note").

C. Mortgagee has made a loan to R&R ASSOCIATES III LLC, an Illinois limited liability company ("R&R III") in the original principal amount of \$425,000.00 (the "KC Loan"), evidenced and secured by, among other things: (i) the Promissory Note dated as of October 31, 2008 (the "KC Note"), in the original principal sum of \$425,000.00 from R&R III to Mortgagee, which KC Loan and KC Note mature September 8, 2013; (ii) the Deed of Trust and Assignment of Rents dated as of October 31, 2008 (the "KC Deed of Trust"), from R&R III to Mortgagee and Chicago Title and Trust Company, as Trustee, for the benefit of Mortgagee, conveying the property commonly known as 6700 St. John Avenue, Kansas City, Missouri (the "KC Premises"); (iii) the Assignment of Rents and Leases dated as of October 31, 2008 (the "KC Assignment of Rents"), from R&R III to Mortgagee; and (iv) the Unconditional Continuing Guaranty dated as of October 31, 2008 (the "KC Guaranty") from the ABCO Borrowers to Mortgagee.

D. The ABCO Loans, the Mortgage Loan and the KC Loan (collectively, the "Loans") are cross-defaulted.

E. The ABCO Loans and Mortgage Loan are cross-collateralized and cross-defaulted, and are secured by, among other things: (i) the ABCO Loan Agreement; (ii) the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 29, 2008, as amended (the "Crestwood Mortgage"), executed by Mortgagor in favor of Mortgagee and recorded in the office of the Cook County Recorder of Deeds ("Recorder's Office") on September 11, 2008, as document number 0825505115, and which created a first lien on the real estate commonly known as 4427 Midlothian Turnpike, Crestwood, Illinois (the "Crestwood Premises") legally described in Exhibit A attached hereto; (iii) the Assignment of Rents and Leases dated as of August 29, 2008 (the "Crestwood Assignment of Rents"), executed by Mortgagor in favor of Mortgagee and recorded in the Recorder's Office on September 11, 2008 as document number 0825505116, and which encumbers the Crestwood Premises; (iv) the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of August 29, 2008, as amended (the "Indian Head Mortgage"), executed by R&R Associates II LLC an Illinois limited liability company ("R&R II") in favor of Mortgagee and recorded in the Recorder's Office on September 11, 2008, as document number 0825505117, and which created a first lien on the real estate commonly known as 11316 West 70th Place, Indian Head Park, Illinois 60525 (the "Indian Head Premises"); (v) the Assignment of Rents and Leases dated as of August 29, 2008 (the "Indian Head Assignment of Rents"), executed by R&R II in favor of Mortgagee and recorded in the Recorder's Office on September 11, 2008 as document number 0825505118 and which encumbers the Indian Head Premises; (vi) the Unconditional Continuing Guaranty dated as of August 29, 2008 (the "Crestwood Guaranty"), from Mortgagor to Mortgagee; (vii) the Unconditional Continuing Guaranty dated as of August 29, 2008 (the "ABCO Guaranty"), from ABCO Borrowers to Mortgagee; (viii) the Master Letter of Credit Agreement dated as of August 29, 2008 (the "Letter of Credit Agreement") by the ABCO Borrowers in favor of Mortgagee (the ABCO Loan Agreement, the ABCO Notes, the Mortgage Note, the Crestwood Mortgage, the Crestwood Assignment of Rents, the Indian Head Mortgage, the Indian Head Assignment of Rents, the Crestwood Guaranty, the ABCO Guaranty, the Letter of Credit Agreement and each and all of the other agreements, documents, instruments and certificates delivered to or for the benefit of Mortgagee from time to time evidencing and/or securing the ABCO Loans and/or the Mortgage Loan and the KC Loan Documents, and all amendments, restatements supplements, and other modifications thereof or thereto are hereinafter referred to collectively as the "Loan Documents").

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F. The Loan Documents have been previously amended by that certain First Modification to Loan Documents dated as of October 31, 2008 (the "First Amendment Agreement") and recorded in the office of the Cook County Recorder of Deeds on February 20, 2009, as Document No. 0905145104, (ii) Second Modification to Loan Documents dated as of August 26, 2009 (the "Second Amendment Agreement"), (iii) Third Modification to Loan Documents dated as of September 1, 2010 (the "Third Amendment Agreement"), and (iv) Fourth Modification to Loan Documents of even date herewith (the "Fourth Amendment Agreement"; together with the First Amendment Agreement, Second Amendment Agreement, and Third Amendment Agreement, are herein referred to as the "Loan Document Modifications"), each by and among the ABCO Borrowers, Mortgagor, R&R III, R&R II and Mortgagee.

G. In connection with the Fourth Amendment Agreement, ABCO Borrowers have executed and delivered to Mortgagee that certain (i) Revolving Note and (ii) ABCO Term Note.

H. Mortgagor and Mortgagee desire to record this amendment to the Crestwood Mortgage and the Crestwood Assignment of Rents consistent with the Fourth Amendment Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows.

1. AGREEMENTS.

1.1 Defined Terms; Incorporation of the Crestwood Mortgage and Crestwood Assignment of Rents. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Crestwood Mortgage, and the Crestwood Mortgage and the Crestwood Assignment of Rents to the extent not inconsistent with this Third Modification are incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Crestwood Mortgage or the Crestwood Assignment of Rents are inconsistent with the amendments set forth below, such terms and provisions shall be deemed superseded hereby. The Crestwood Mortgage and Crestwood Assignment of Rents shall remain in full force and effect, as previously amended by the First Amendment Agreement, Second Amendment Agreement and Third Amendment Agreement and as amended hereby and their provisions shall be binding on the parties hereto.

1.2 Amendment of the Crestwood Mortgage and Assignment of Rents. Mortgagor hereby acknowledges and agrees that the Crestwood Mortgage and the Crestwood Assignment of Rents shall secure all of the indebtedness and obligations arising under the Loan Documents as modified and amended by the Loan Document Modifications, including, without limitation, the indebtedness evidenced by the Revolving Note, ABCO Term Note and Mortgage Note. All references in the Crestwood Mortgage and Crestwood Assignment of Rents to "Revolving Note" shall mean the Revolving Note as defined in Recital A hereof, and all references to the "Mortgage Note" shall mean the Mortgage Note as defined in Recital B hereof, and in addition, references shall include the ABCO Term Note as defined in Recital A hereof, as each may be further amended, restated or replaced from time to time.

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1.3 Amendments to the Crestwood Mortgage.

(a) Amendment of Revolving Note Maturity Date. The defined term "Revolving Note Maturity Date" in the Crestwood Mortgage is hereby changed from "September 1, 2010" to "September 1, 2011", as such date may be extended by Mortgagee from time to time".

(b) Addition of ABCO Term Loan Maturity Date. The defined term "ABCO Term Loan Maturity Date" shall be inserted in the Indian Head Mortgage meaning "March 7, 2014", as such date may be extended by Mortgagee from time to time".

(c) Amendment to Recital C. Paragraph C of the Indian Head Mortgage Recitals is hereby amended in its entirety and restated as follows:

C. The Revolving Note, ABCO Term Note and the Mortgage Note are sometimes referred to herein collectively as, the "Note". The Revolving Loan, ABCO Term Loan and the Mortgage Loan are sometimes referred to herein collectively as, the "Loan".

(d) Amendment of Securing Clause. The securing clause of the Crestwood Mortgage, being that paragraph on page 5 of the Crestwood Mortgage which begins with the phrase "FOR THE PURPOSE OF SECURING:" is hereby amended in its entirety and restated as follows:

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan, including but not limited to the Revolving Loan, ABCO Term Loan and Mortgage Loan, and all interest, late charges, prepayment premium, if any, exit fee, if any, interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by the Lender or any affiliate of Lender for the benefit of the Mortgagor and/or Borrower, if any, and other indebtedness evidenced by or owing under the Note, including but not limited to the Revolving Note, ABCO Term Note and Mortgage Note, any of the other Loan Documents, and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the obligations and liabilities of the Mortgagor and/or ABCO Borrowers to the Lender under and pursuant to interest rate, currency or commodity swap agreement, cap agreement or collar agreement, executed by and between the Mortgagor and/or ABCO Borrowers and the Lender or any affiliate of Lender from time to time (collectively, "Interest Rate Agreements"), (iii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Mortgagor or Borrower or any other obligor to or benefiting the Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iv) the reimbursement to the Lender of any and all sums incurred, expended or advanced by the Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, the Loan Agreement, any of the other Loan Documents or any Interest Rate Agreements or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein, whether now or hereafter existing (collectively, the "Indebtedness").

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2. Approval of the Loan Documents; Cross-Default. Mortgagor hereby approves the ABCO Term Loan and the execution and delivery by the ABCO Borrowers of the ABCO Term Note. The Mortgagor agrees that the ABCO Loans, the Mortgage Loan and the KC Loan shall be cross-defaulted. Without limitation of the generality of the foregoing, the Mortgagor hereby agrees that an "Event of Default" or "Unmatured Event of Default" under and as defined in the Mortgage Note, Crestwood Mortgage, Crestwood Assignment of Rents, or Crestwood Guaranty (collectively, the "Mortgage Loan Documents") shall constitute an "Event of Default" or Unmatured Event of Default", as the case may be, under the ABCO Loan Agreement, ABCO Notes, ABCO Guaranty, Indian Head Mortgage, Indian Head Assignment of Rents, and Letter of Credit Agreement (collectively, the "ABCO Loan Documents") and KC Loan Documents, and that an "Event of Default" or "Unmatured Event of Default" under and as defined in the KC Loan Documents and ABCO Loan Documents shall constitute an "Event of Default" or Unmatured Event of Default", as the case may be, under the Mortgage Loan Documents. All of the Loan Documents are hereby modified and amended accordingly.

3. Effectiveness. The amendments to the Crestwood Mortgage and Crestwood Assignment of Rents contemplated by this Third Modification shall be deemed effective immediately upon the full execution of this Third Modification and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Third Modification.

4. Payment of Recording Charges, Interest, Fees and Costs. Mortgagor agrees to pay all costs and fees of the Mortgagee incurred or charged in the preparation and execution of this Third Modification including recording and title charges, if any.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Third Modification as of the date first above written.

CRESTWOOD INVESTMENTS I, LLC, an Illinois limited liability company

By: R&R Associates I LLC, an Illinois limited liability company, its Member



By: _____
Name: Robert M. Pape
Title: Manager



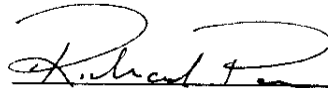
By: _____
Name: Richard A. Pape
Title: Manager

CRESTWOOD INVESTMENTS II, LLC an Illinois limited liability company

By: R&R Associates II LLC, an Illinois limited liability company, its Member



By: _____
Name: Robert M. Pape
Title: Manager



By: _____
Name: Richard A. Pape
Title: Manager

BANK:

COLE TAYLOR BANK, an Illinois banking corporation

By: Melissa Blewett
Name: Melissa Blewett
Its: Senior Vice President

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ACKNOWLEDGEMENT

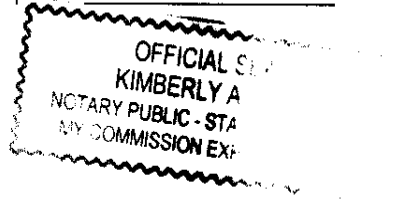
STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

On this 14th day of March, 2011, before me, a Notary Public in and for said State, personally appeared Richard M. Pape to me personally known, who, being by me duly sworn did say that he is the Manager of R&R Associates I LLC, a member of Crestwood Investments I, LLC, and that said instrument was signed on behalf of said company by authority of its manager and said individual acknowledged said instrument to be the free act and deed of said company, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kimberly A. Hall
Notary Public

My Commission Expires: 11/7/11



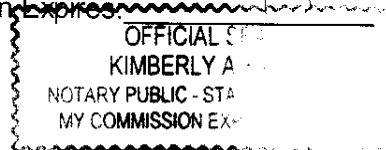
STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

On this 14th day of March, 2011, before me, a Notary Public in and for said State, personally appeared Robert A. Pape to me personally known, who, being by me duly sworn did say that he is the Manager of R&R Associates I LLC, a member of Crestwood Investments I, LLC, and that said instrument was signed on behalf of said company by authority of its manager and said individual acknowledged said instrument to be the free act and deed of said company, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kimberly A. Hall
Notary Public

My Commission Expires: 11/7/11



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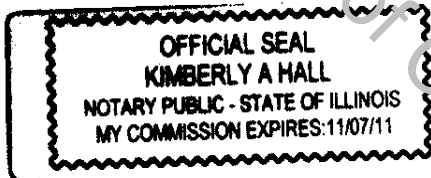
STATE OF ILLINOIS)
)
COUNTY OF Cook) ss.

On this 14th day of March, 2011, before me, a Notary Public in and for said State, personally appeared Richard M. Pape to me personally known, who, being by me duly sworn did say that he is the Manager of R&R Associates II LLC, a member of Crestwood Investments II, LLC, and that said instrument was signed on behalf of said company by authority of its manager and said individual acknowledged said instrument to be the free act and deed of said company, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kimberly A. Hall
Notary Public

My Commission Expires: 11/7/11



STATE OF ILLINOIS)
)
COUNTY OF Cook) ss.

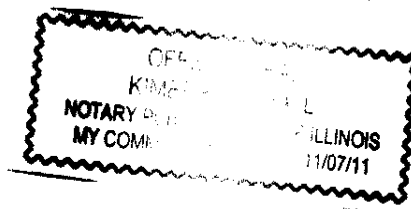


On this 14th day of March, 2011, before me, a Notary Public in and for said State, personally appeared Robert A. Pape to me personally known, who, being by me duly sworn did say that he is the Manager of R&R Associates II LLC, a member of Crestwood Investments II, LLC, and that said instrument was signed on behalf of said company by authority of its manager and said individual acknowledged said instrument to be the free act and deed of said company, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kimberly A. Hall
Notary Public

My Commission Expires: 11/7/11



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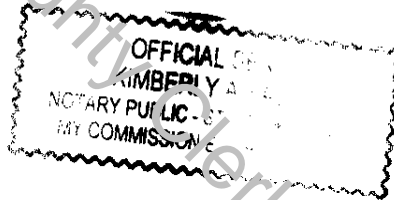
STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

On this 14th day of March, 2011, before me, a Notary Public in and for said State, personally appeared meiss He. we. S to me personally known, who, being by me duly sworn did say that he is the SVP of Cole Taylor Bank, and that said instrument was signed on behalf of said company by authority of its manager and said individual acknowledged said instrument to be the free act and deed of said company, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kimberly A. Hall
Notary Public

My Commission Expires: 11/7/11



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EXHIBIT A

LEGAL DESCRIPTION

Address: 4427 Midlothian Turnpike
Crestwood, Illinois 60445

PIN Numbers: 28-03-308-045-0000
28-03-308-046-0000
28-03-308-050-0000
28-03-308-051-0000
28-03-308-052-0000
28-03-308-053-0000
28-03-308-054-0000
28-03-308-055-0000

Legal Description:

PARCEL 1:

LOT 15 (EXCEPT THE NORTH 17.00 FEET MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, BEING A SUBDIVISION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 64 RODS OF THE SOUTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4, LYING SOUTH OF THE CENTERLINE OF THE MIDLOTHIAN TURNPIKE ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE SOUTH 33.00 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4, CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND RAILROAD), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 (EXCEPT THE NORTH 17.00 FEET MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) AND LOTS 5 AND 6 IN TURNPIKE INDUSTRIAL SUBDIVISION, BEING A RESUBDIVISION OF LOT 13 IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, BEING A SUBDIVISION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 64 RODS OF THE SOUTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4, LYING SOUTH OF THE CENTERLINE OF THE MIDLOTHIAN TURNPIKE, ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE SOUTH 33.00 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4, CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND RAILROAD) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 AND 2 (EXCEPT FROM SAID LOTS THE NORTH 17.00 FEET MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) AND LOT 4 IN TURNPIKE INDUSTRIAL SUBDIVISION, BEING A RESUBDIVISION OF LOT 13 IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS, BEING A SUBDIVISION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 64 RODS OF THE SOUTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4, LYING SOUTH OF THE CENTERLINE OF THE MIDLOTHIAN TURNPIKE, ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE SOUTH 33.00 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4, CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND RAILROAD) ALL IN COOK COUNTY, ILLINOIS.