Stewart Title Guaranty Company 929 Kings Highway East. 3rd Floor Fairfield, Connecticut 06825

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Doc#: 1212218041 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 05/01/2012 03:42 PM Pg: 1 of 11

Perkins Coie LLP 1888 Century Park East, Suite 1700 Los Angeles, California 90067-1721 Attn: Mark Birnbaum, Esq.



SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT TO (I) MOPTGAGE AND SECURITY AGREEMENT, AND (II) ASSIGNMENT OF LEASES AND RENTS

This AMENDMENT TO (I) MOFTGAGE AND SECURITY AGREEMENT, AND (II) ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is dated as of February 28, 2012, by and between WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2006-CIBC16, COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-CIBC16 ("Noteholder"), and ORLAND AUTO MALL 2004 LLC, an Illinois limited liability company ("Borrower").

RECITALS

- A. On or about July 5, 2006, JPMorgan Chase Bank, N.A., a banking association chartered under the laws of the United States of America ("Original Lender"), made a loan to Borrower in the original principal amount of Three Million Two Hunared Seventy Five Thousand and No/100 Dollars (\$3,275,000.00) (the "Loan").
- B. The Loan is evidenced by, among other things, that certain Fixed Rate Note dated as of July 5, 2006 (the "Note") in the original maximum principal amount of Three Million Two Hundred Seventy Five Thousand and No/100 Dollars (\$3,275,000.00) executed by Borrower in favor of Original Lender.
- C. The Loan is secured by, among other things, (i) that certain Mortgage and Security Agreement dated as of July 5, 2006 (the "Mortgage") executed by Borrower in favor of Original Lender, and recorded on July 19, 2006 as instrument number 0620005154 in the Official Public Records of Cook County, Illinois (the "Official Records") encumbering that certain real property described on Exhibit A attached hereto (the property subject to the security interests granted by the Loan Documents, the "Property"), and (ii) that certain Assignment of Leases and Rents dated as of July 5, 2006 (the "Assignment of Rents") executed by Borrower, as

Portfolio Title Company (1 of 1) 1115/13/

assignor, in favor of Original Lender, as assignee, which was recorded on July 19, 2006 as instrument number 0620005155 in the Official Records.

- D. The Note, Mortgage, Assignment of Rents, and all of the other documents evidencing, securing, or relating to the Loan may be collectively referred to in this Amendment as the "Loan Documents".
- E. The Loan was assigned from Original Lender to Noteholder, such that Noteholder is now the holder of the Note, the mortgagee under the Mortgage, the assignee under the Assignment of Rents, and beneficiary and owner of all other Loan Documents.
- G. Noteholder and Borrower have entered into that certain Loan Modification Agreement dated effective as of August 1, 2011 (the "Loan Modification Agreement"), and in connection therewir! Noteholder and Borrower desire to amend the Mortgage and Assignment of Rents.

NOW, THEREFORF, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Noteholder and Borrower hereby agree as follows:

- 1. <u>Maturity Date</u>. The maturity date, as referenced in the Mortgage and Assignment of Rents, is hereby extended to August 1, 2014.
- 2. <u>Definitions</u>. All references to the Note and any other Loan Document in the Mortgage and Assignment of Rents shall be decided to refer to such agreements, documents and instruments as modified by the Loan Modification Agreement, and the other documents executed in connection therewith. All references to the Loan Documents in the Mortgage and Assignment of Rents shall include any additional agreements, documents and instruments entered into in connection with the Loan Modification Agreement.
- 3. <u>Full Force and Effect</u>. Other than as amenico hereby or by the Loan Modification Agreement, the Mortgage and Assignment of Rents shall remain in full force and effect.
- 4. <u>Consent.</u> Borrower hereby consents to the terms and provisions of the Loan Modification Agreement and the other documents executed in connection therewith.
- 5. <u>Miscellaneous</u>. This Amendment may be executed in counterparts, eac't of which shall be deemed an original but all of which together shall constitute one and the same document. A facsimile or electronic copy of the signature pages of this Amendment shall be effective and binding upon the parties as if such signatures were original signatures. Should any provision of this Amendment be declared or determined by any court to be illegal or invalid, the validity of the remaining provisions of this Amendment shall not be affected thereby.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day above first written.

NOTEHOLDER:

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE 2006-CIBC16, **SECURITIES** TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-CIBC16

By: C-III Asset Management LLC, solely in its capacity as Special Servicer for Noteholder

BORROWER:

ORLAND AUTO MALL 2004 LLC, an Illinois limited liability company

SOUNTY CONTROLOR By: ARDMIN PROPERTIES REAL ESTATE INVESTMENT GROUP, INC., an Illinois corporation, its Manager

Ву:	
Name:	
Title:	

State of Texas
County of Dalas) ss.
On Notary Public, personally appeared Koss Bickel who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/t.en authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. He or she is personally known to me or has produced Driver Liseary as identification. I certify under PENA, TY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is the and correct.
WITNESS my hand and official seal. Barbara Stierwalt
Notary Public
My Commission Expires:
BARBARA STIERWALT Notary Public, State of Texas My Commission Expires January 19, 2016
State of)
) ss. County of)
On, 2012, before me,,
Notary Public, personally appeared
WITNESS my hand and official seal.
My Commission Expires:

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day above first written.

NOTEHOLDER:

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE 2006-CIBC16, SECURITIES TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICA TES, SERIES 2006-CIBC16

By:	C-III Asset Management LLC, solely in its
•	capacity as Scarial Servicer for Noteholder
	By:
	Name:

By:	XW C.		
Name:	DEMMS MASER		
Title:	SCRETTINY		

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State of	
) ss. County of)	
On	, 2012, before me,
Notary Public, personally appeared	etory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and a in his/her the r authorized capacity(ies), a the person(s), or the entity upon behalf of	cknowledged to me that he/she/they executed the same and that by his/her/their signature(s) on the instrument of which the person(s) acted, executed the instrument as produced as identification. I under the laws of the State of that the
WITNESS my hand and official se	
	Notary Public
My Commission Expires:	
	τ_{\circ}
	Notary Public 2012 hefore me Fourty Steward
State of CLINOIS	
State of ULINOIS) ss. County of WILL) ss.	C _C
on March 14	_, 2012, before me, Foith Steward, Dennis madsen,
Notary Public, personally appeared	Dennis Madsen
	ctory evidence to be the person(s) whose name(s) is/are acknowledged to me that he/she/they executed the same
	and that by his/her/their signature(s) on the instrument
	of which the person(s) acted, executed the instrument.
He or she is personally known to me or he certify under PENALTY OF PERJURY the foregoing paragraph is true and correct	under the laws of the State of 14 wis that
WITNESS my hand and official so	eal.
·	Joseph Stward
	Notary Public
My Commission Expires: 9 1 4/15	
	-4-
	> /or rest stewart



Exhibit A to Amendment to (I) Mortgage and Security Agreement, and (II) Assignment of Leases and Rents

Legal Description

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

PARCEL 1:

A PARCEL OF PROPERTY LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 JOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 0 DEGREES 60 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 (ALSO THE CENTER LINE OF 94TH AVENUE) FOR A DISTANCE OF 64.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 50.00 FEET TO A POINT (SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF 94TH AVENUE PER CASE NUMBER 70L16926); THENCE SOUTH 44 DEGREES 41 MINUTES 27 SECONDS EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF 94TH AVENUE FOR A DISTANCE OF 21.21 FEET TO THE NORTH RIGHT OF WAY LINE OF 159TH STREET PER DOCUMENT NUMBER 70L16926; THENCE SOUTH 89 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE SAID NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 776.69 FEET TO A POINT IN A LINE LYING 500.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15 AT THE POINT OF BEGINNING: THENCE NORTH 0 DEGREES 00 MINUTES 45 SECONDS EAST ALONG THE SAID LINE 500.00 FEET WEST OF AND PARALLEL TO THE SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 FOR A DISTANCE OF 398.78 FEET TO A POINT IN A LINE LYING 450,00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 80 DEGREES 38 MINUTES 48 SECONDS EAST ALONG THE SAID LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 FOR A DISTANCE OF 250.00 FEET TO A LINE 250.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 0 DEGREES 00 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 393.38 FEET TO THE NORTH RIGHT OF WAY LINE OF 159TH STREET; THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 172.05 FEET: THENCE SOUTH 0 DEGREES 02 MINUTES 12 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST CONTINUING ALONG THE

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NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 77.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL I SET FORTH IN THE RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT RECORDED AS DOCUMENT NUMBER 90118235 MADE WITH STEEL CITY NATIONAL BANK, AS TRUSTEE, UNDER 'TRUST AGREEMENT DATED JUNE 9, 1986, KNOWN AS TRUST NUMBER 2761 AND GRANT OF EASEMENT RECORDED AS DOCUMENT NUMBER 85188927 AND EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 26981406.

Street Address

264
PANO: 21
OF COUNTY CLARK'S OFFICE 9264-9280 West 159th Street, Orland Park, Cook County, Illinois

Permanent lanex No.: 27-15-301-018-0000



TITLE AFFIDAVIT

STATE OF	= /141NO	715	}		
COUNTY			ss ss		
ı Denn	VIS MESEN		, being the Salke	TARY OF	ARSMA DAPPERTIES
of PRI	IAND AUD A	Me wey, uc	("OWNER") bein	g duly sworn	, do
depose an		De	.		
connectior described [the "Commoding connection indemnify and agains out of such	n with any of the l in the commitme mitments"] which n therewith arising and hold Stewart st any claim or lia h work done or m	Properties [the "Properties [the "Properties [the "Properties [the "Properties] Title Guaranty Combility in connection aterials supplied.	ed for construction operty or Properties occurred set forth on Exhibit for, except for wor aintenance and report to any, (the "Comport of any mechanical control of the con	i'] more parti ibit A annexe k done or ma pair. The Owi pany'') harmle c's lien which	cularly ed hereto aterials in ner will ess from a may arise
b. There a	re no tenants or	parties in possessi	ion of any of the Pro	perty, excep	of for the
tollowing:_	VERILON WIFE	LESS, AVPCOUNT	20183 H-1 100 11-11	100 OE	LAND BUST SERVICES IN
c. No parti Property.	ทผมเยราชมย ใ les have any option	eTAIL OFERATIONS ons or other rights	to purchase all or ,	art of any of	the

- d. The Owner has not executed or permitted anyone on behalf of it to execute any conveyance, mortgage, lien, deed of trust, lease, easement or encumbrance of any kind on or upon any of the Properties, nor does the Owner have any knowledge of any of the foregoing, other than the matters set forth in the Commitments. The Owner has peaceably occupied the Properties and has no knowledge of any adverse matters or claims affecting the title thereto not otherwise set forth in the Commitments. For leasehold sites, Owner is not in default under any terms of the lease(s), and each lease is valid and in full force and effect.
- e. The Owner shall indemnify and hold the Company harmless from and against any unpaid real estate, corporate income or franchise taxes, charges, assessments, water and sewer or other similar municipal charges which are a lien on any of the Properties on date of closing.

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f. The Owner shall indemnify and hold the Company harmless from and against any claim or liability and promptly proceed to remove, bond or otherwise dispose of record any encumbrance, lien or matter objectionable to title which may arise or be filed against any Property during the period between the date of the last update of the Commitment for the Property and the date of recording of the insured conveyance deed.

g. There have been no improvements on the land (including fences or other structures) since the date of the prior surveys entitled,

"BY JNT UNA SURVEYING NO 06 03 2292" and " UST REVISED 7-6-2006.

This affidavit is made for the purpose of inducing the COMPANY to insure title to the property without exception to any claims arising from the matters referred to herein. The undersigned needy indemnifies and holds the COMPANY harmless from any loss or damage which it may sustain under its policies of title insurance to the extent any of the information contained herein is incorrect.

BY:___

Electricy ARMIN PRIMERIES LLC MANHOER

Solly Cloth's

SWORN TO BEFORE ME THIS 28 DAY OF 765mary , 2012

Deist Stewars

NOTARY PUBLIC

FAITH STEWA (1)
OFFICIAL MY COMMISSION EXFIRES
SEPTEMBER 4, 2015

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EXHIBIT A

Commitment Number

Palicy No. M-9994-92184/11

Property Address

9264-9280 West 159th Street Orland Park, Ithinois

