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Doc#: 1501418030 Fee: \$50.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/14/2015 01:08 PM Pg: 1 of 7

PERMANENT TAX INDEX NUMBERS:

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

PROPERTY ADDRESS:

3518 West 63rd Street
Chicago, Illinois

This space for Recorder's use only.

**AMENDMENT TO (I) REVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES, AND FIXTURE FILING AND (II) ASSIGNMENT OF RENTS AND LEASES**

This AMENDMENT TO (I) REVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING AND (II) ASSIGNMENT OF RENTS AND LEASES (this "*Amendment*") is made as of December 23, 2014, by and between DORA, LLC, an Illinois limited liability company (the "*Mortgagor*"), and FIRST MIDWEST BANK, an Illinois banking corporation (together with its successors and assigns, the "*Lender*").

RECITALS:

A. Pursuant to the terms and conditions contained in that certain Loan and Security Agreement dated as of January 6, 2012, executed by and among DORA HOLDINGS, INC., an Illinois corporation ("*Dora Holdings*"), COLLISION REVISION, INC., a Delaware corporation ("*Collision Revision*"), COLLISION REVISION 13081 INC., a Florida corporation ("*CR 13081*"), the Mortgagor, RARB, LLC, an Illinois limited liability company ("*RARB*"), CR MANAGEMENT, INC., an Illinois corporation ("*CR Management*"), CR COATINGS & LOGISTICS MANAGEMENT GROUP, LLC, an Illinois limited liability company ("*CR Coatings*"), CR FREIGHT SERVICES, INC., an Illinois corporation ("*CR Freight*"), CR AUTO GROUP, INC., an

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Illinois corporation ("**CR Auto**"), and **COLLISION REVISION CAR RENTAL, INC.**, an Illinois corporation ("**CR Car**"; Dora Holdings, Collision Revision, CR 13081, the Mortgagor, RARB, CR Management, CR Coatings, CR Freight, CR Auto, and CR Car are collectively referred to in this Amendment as the "**Original Borrowers**"), as amended by that certain:

(i) Waiver and First Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of January 2, 2013, executed by and among the Original Borrowers, the Guarantor (as hereinafter defined), and the Lender;

(ii) Second Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of April 5, 2013, executed by and among the Original Borrowers, the Guarantor, and the Lender;

(iii) Third Amendment to Loan and Security Agreement and Reaffirmation of Guaranty dated as of August 15, 2013, executed by and among the Original Borrowers, the Guarantor, and the Lender; and

(iv) Fourth Amendment to Loan and Security Agreement, Release of Certain Borrowers, and Reaffirmation of Guaranty, pursuant to which Dora Holdings, Collision Revision, CR 13081, CR Coatings, CR Freight, CR Auto, and CR Car were released from their obligations under the Original Loan Agreement, the Existing Term Note, and the other Loan Documents (as amended, the "**Original Loan Agreement**");

the Lender agreed to loan to the Original Borrowers (A) the maximum principal amount of **THREE MILLION AND NO/100 DOLLARS** (\$3,000,000.00) (the "**Revolving Loan**"), which Revolving Loan is evidenced by that certain Revolving Note dated as of January 6, 2012 (as amended, restated or replaced from time to time, the "**Revolving Note**"), executed by the Original Borrowers and made payable to the order of the Lender in the maximum principal amount of the Revolving Loan; and (B) the principal amount of **SIXTEEN MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS** (\$16,875,000.00) (the "**Original Term Loan**"; the Revolving Loan and the Original Term Loan are collectively referred to in this Amendment as the "**Original Loans**"), which Original Term Loan is evidenced by that certain Term Note dated as of January 6, 2012 (as amended, restated or replaced from time to time, the "**Original Term Note**"), executed by the Original Borrowers and made payable to the order of the Lender in the original principal amount of the Original Term Loan.

B. As security for the Original Loans, the Mortgagor executed in favor of the Lender (i) that certain Revolving Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing dated as of January 6, 2012, and recorded with the Recorder of Deeds in Cook County, Illinois (the "**Recorder's Office**") on January 10, 2012, as Document No. 1201029051 (as amended, the "**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on **Exhibit "A"** attached to and made a part of this Amendment (the "**Property**"), and (ii) that certain Assignment of Rents and Leases dated as of January 6, 2012, and recorded with the Recorder's Office on January 10, 2012, as Document No. 1201029052 (as amended, the "**Assignment of Rents**").

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C. The Revolving Loan has matured, been paid in full by the Original Borrowers, and not renewed.

D. The outstanding balance of the Original Term Loan, as of the date of this Amendment, is **FIFTEEN MILLION FOUR HUNDRED SEVEN THOUSAND SEVEN HUNDRED SIXTY-THREE AND 02/100 DOLLARS (\$15,407,763.02)**.

E. The Mortgagor, RARB, and CR Management (collectively, the "**Borrowers**") have requested, and the Lender has agreed, to split the Original Term Loan into (i) a Term Loan 1 in the original principal amount of **THIRTEEN MILLION AND NO/100 DOLLARS (\$13,000,000.00)** ("**Term Loan 1**"), and (ii) a Term Loan 2 in the original principal amount of **TWO MILLION FOUR HUNDRED SEVEN THOUSAND SEVEN HUNDRED SIXTY-THREE AND 02/100 DOLLARS (\$2,407,763.02)** ("**Term Loan 2**").

F. In connection with the foregoing, (i) the Borrowers and the Lender have executed that certain Amended and Restated Loan and Security Agreement dated as of even date herewith (the "**Amended and Restated Loan Agreement**"), which amends and restates the Original Loan Agreement in its entirety, (ii) the Borrowers have executed a Term Loan 1 Note dated of even date herewith (the "**Term Loan 1 Note**"), made payable to the order of the Lender in the maximum principal amount of Term Loan 1, and due on January 23, 2022, and (iii) the Borrowers have executed a Term Loan 2 Note dated of even date herewith, made payable to the order of the Lender in the maximum principal amount of Term Loan 2, and due on January 3, 2017 (the "**Term Loan 2 Note**").

G. A condition precedent to the Lender's execution of the Loan Agreement 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 Lender to modify the Mortgage and the Assignment of Rents, 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 LOAN AGREEMENT.** Each of the Mortgage and the Assignment of Rents is amended to provide that the term "Loan Agreement" means the Amended and Restated Loan Agreement.

2. **DEFINITION OF NOTE.** Each of the Mortgage and the Assignment of Rents is amended to provide that the term "Note" means, collectively, the Term Loan 1 Note and the Term Loan 2 Note.

3. **DEFINITION OF LOAN.** Each of the Mortgage and the Assignment of Rents is amended to provide that the term "Loan" means, collectively, Term Loan 1 and Term Loan 2.

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4. **DEFINITION OF MATURITY DATE.** The Mortgage is amended to provide that term "Maturity Date" means January 23, 2022.

5. **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 Rents 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.

(d) This Amendment may be executed in one or more counterparts, all of which, when taken together, constitute one original Amendment.

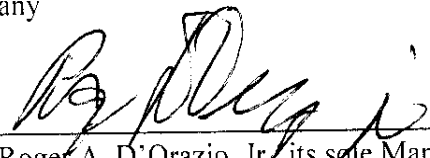
[Signature Page Follows]

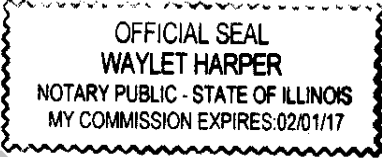
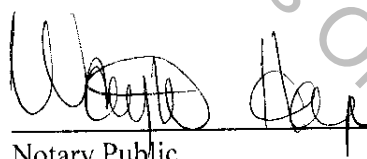
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IN WITNESS WHEREOF, the Mortgagor and the Lender have executed and delivered this Amendment to (i) Revolving Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing and (ii) Assignment of Rents and Leases as of the day and year first above written.

MORTGAGOR:

DORA, LLC, an Illinois limited liability company

By: 
Roger A. D'Orazio, Jr., its sole Manager

| | |
|--|---|
| STATE OF ILLINOIS) COUNTY OF <u>COOK</u>) SS. |  |
| <p>The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Roger A. D'Orazio, Jr., 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 corporation, for the uses and purposes therein set forth.</p> <p>GIVEN under my hand and notarial seal this <u>2nd</u> day of <u>December</u>, 2014.</p> <p>[SEAL]</p> <p><u></u> Notary Public</p> | |

[Signatures Continue on Following Page]

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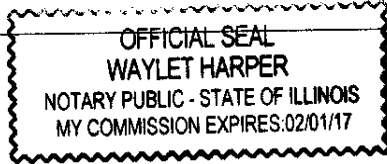
[Signatures Continued from Preceding Page]

LENDER:

FIRST MIDWEST BANK, an Illinois banking corporation

By: *[Signature]*
Name: JOAN A. CASTELLANO
Title: SVP

STATE OF ILLINOIS)
COUNTY OF Cook) SS.



The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that John Castellano, a SVP of FIRST MIDWEST BANK, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of December, 2014.

[SEAL]

[Signature]
Notary Public

SIGNATURE PAGE 2

AMENDMENT TO (I) REVOLVING MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING AND (II) ASSIGNMENT OF RENTS AND LEASES

DORA, LLC

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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
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