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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



loc# 1701834083 Fee \$50.00

HSP FEE:\$9.00 RPRF FEE: \$1.00

AREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/18/2017 01:53 PM PG: 1 OF 7

This space for Recorder's use only.

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

This **SECOND 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 January 3, 2017, 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 (as amended, the "*Original Loan Agreement*"), 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*

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Freight”), CR AUTO GROUP, INC., an 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 defined in the hereinafter defined Amended and Restated Loan Agreement), 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;

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

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January 6, 2012, and recorded with the Recorder's Office on January 10, 2012, as Document No. 1201029052 (as amended, the "*Assignment of Rents*").

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

A. Pursuant to that certain Amended and Restated Loan and Security Agreement dated as of December 23, 2014 (as amended, modified, restated or replaced from time to time, the "*Amended and Restated Loan Agreement*"), which amended and restated the Original Loan Agreement in its entirety, the Mortgagor, RARB, and CR Management (collectively, the "*Borrowers*"), and the Lender 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*").

B. Term Loan 1 is evidenced by that certain Term Loan 1 Note dated December 23, 2014 (the "*Term Loan 1 Note*"), executed by the Borrowers and made payable to the order of the Lender in the maximum principal amount of Term Loan 1, and due on January 23, 2022. Term Loan 2 is evidenced by that certain Term Loan 2 Note dated December 23, 2014, executed by the Borrowers and 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*").

C. The Mortgage and the Assignment of Rents were amended by that certain Amendment to (i) Revolving Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing and (ii) Assignment of Rents and Leases dated as of December 23, 2014, and recorded with the Recorder's Office on January 14, 2015, as Document No. 1501418030.

D. The Borrowers, the Guarantor and the Lender entered into that certain Amendment to Amended and Restated Loan Agreement and Reaffirmation of Guaranty dated as of January 28, 2015, in order to change certain payment dates in the Loan Agreement.

E. The Borrowers, the Guarantor and the Lender have entered into that certain Second Amendment to Amended and Restated Loan Agreement and Reaffirmation of Guaranty dated as of even date herewith (the "*Second Amendment*") in order to extend the Term Loan 2 Maturity Date (as defined in the Amended and Restated Loan Agreement).

F. A condition precedent to the Lender's execution of the Second Amendment 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

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consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. **MATURITY DATE OF TERM LOAN 2 NOTE.** The Mortgage and the Assignment of Rents are amended to provide that the Term Loan 2 Note is due on January 23, 2022, except as may be accelerated pursuant to the terms of the Loan Documents.

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 that certain Replacement Term Loan 2 Note dated of even date herewith, executed by the Borrowers and made payable to the order of the Lender in the original principal amount of Term Loan 2.

3. **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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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

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