

# UNOFFICIAL COPY

PREPARED BY:  
Sandra J. Gioe

WHEN RECORDED RETURN TO:

Bank One, NA  
Dealer Commercial Services  
111 Monument Circle - IN1-0128  
Indianapolis, IN 46204  
Attention: Ramona Tester



Doc#: 0416633016  
Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 06/14/2004 07:46 AM Pg: 1 of 7

Property of Cook County Clerk's Office

**BANK ONE.**

**Mortgage Amendment**

78-44-209 J 1011

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This Mortgage Amendment (the "Amendment") is dated as of May 4, 2004, between Robert V. Rohrman, whose address is 5316 Turvey Court, Downers Grove, IL 60515 (the "Mortgagor"), and Bank One, NA, with its main office in Chicago, Illinois, successor by merger with American National Bank and Trust Company of Chicago, whose address is 120 S. LaSalle St., Chicago, IL 60603, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement, dated May 5, 2000 and recorded on May 11, 2000 as Document No. 00338907, Cook County Records (as amended and replaced from time to time, the "Mortgage"). The Mortgage encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the Cities of Palatine, Buffalo Grove and Arlington Heights, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises"),

Commonly known as: 1275 E. Dundee Road, Palatine, IL 60067, 1285 E. Dundee Road, Palatine, IL 60067, 1520 E. Dundee Road, Palatine, IL 60067, 915 W. Dundee Road, Buffalo Grove, IL 60089, Northwest Corner of Dundee Road and Kennicott, Arlington Heights, IL;

Tax Parcel Identification No.'s: 02-01-400-027, 02-12-200-101, 02-12-200-102, 02-12-200-103, 03-06-302-013 & 03-08-101-021

**BOX 333-CP**

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The Mortgage secures the indebtedness, including, without limitation, the extension of credit evidenced by a(n) Revolving Credit Note dated May 5, 2000, payable by Rohr-Tippe Motors, Inc., an Indiana corporation, Five Star Motors of Lafayette, Inc., an Indiana corporation, Rohr-Ette Motors, Inc., an Indiana corporation, Bob Rohrman Motors, Inc., an Indiana corporation, Rohr-Alco Motors, Inc., an Indiana corporation, Mid-States Motors, Inc., an Indiana corporation, Fort-Rohr Motors, Inc., an Indiana corporation, Rohr-Indy Motors, Inc., an Indiana corporation, Rohr-Mits Motors, Inc., an Illinois corporation, Robert V. Rohrman, Inc., an Illinois corporation, Rohr-Ville Motors, Inc., an Illinois corporation, Rohr-Lex Motors, Inc., an Illinois corporation, Rohr-Mont Motors, Inc., an Illinois corporation, Rohr-Grove Motors, Inc., an Illinois corporation, Rohr-Gurnee Motors, Inc., an Illinois corporation, Rohrman Midwest Motors, Inc., an Illinois corporation (collectively, the "Corporate Borrowers") to the Mortgagee, in the original principal sum of One Hundred Million and 00/100 Dollars (\$100,000,000.00) (Floorplan Facility) and a(n) Revolving Credit Note dated May 5, 2000, payable by Robert V. Rohrman (Rohrman Facility) to the Mortgagee, in the original principal sum of Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) (the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. The Mortgage is amended to also secure the repayment of the amended Floorplan Facility evidenced by a(n) Modification Agreement dated May 4, 2004, payable by Rohr-Tippe Motors, Inc., an Indiana corporation, Five Star Motors of Lafayette, Inc., an Indiana corporation, Rohr-Ette Motors, Inc., an Indiana corporation, Bob Rohrman Motors, Inc., an Indiana corporation, Rohr-Alco Motors, Inc., an Indiana corporation, Mid-States Motors, Inc., an Indiana corporation, Fort-Rohr Motors, Inc., an Indiana corporation, Rohr-Indy Motors, Inc., an Indiana corporation, Rohr-Mits Motors, Inc., an Illinois corporation, Robert V. Rohrman, Inc., an Illinois corporation, Rohr-Ville Motors, Inc., an Illinois corporation, Rohr-Lex Motors, Inc., an Illinois corporation, Rohr-Mont Motors, Inc., an Illinois corporation, Rohr-Grove Motors, Inc., an Illinois corporation, Rohr-Gurnee Motors, Inc., an Illinois corporation, Rohrman Midwest Motors, Inc., an Illinois corporation (collectively, the "Corporate Borrowers") to the Mortgagee, in the original principal sum of One Hundred Ten Million and 00/100 Dollars (\$110,000,000.00), including all extensions and renewals (the "New Extension of Credit").
2. The Mortgage continues to secure the Original Extension of Credit and shall also secure the New Extension of Credit; therefore, the maximum principal sum of the indebtedness shall not exceed Two Hundred Seventy Million and 00/100 Dollars (\$270,000,000.00).
3. The Mortgagor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Mortgagee are necessary or desirable to effect the intent of this Amendment.
4. Except as amended by this Amendment, all terms of the Mortgage are confirmed and ratified by the Mortgagor and the Mortgagee, as if they were fully set forth in this Amendment.
5. **Governing Law and Venue.** This Amendment is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Amendment. The Mortgagor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Mortgagee in any state or federal court located in the State of Illinois, as the Mortgagee in its sole discretion may elect. By the execution and delivery of this Amendment, the Mortgagor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Mortgagor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.

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6. **JURY WAIVER.** THE MORTGAGOR AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE MORTGAGOR AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN.

**Mortgagor:**



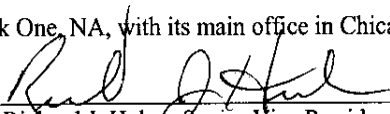
\_\_\_\_\_

Robert V. Rohrman

**Mortgagee:**

Bank One, NA, with its main office in Chicago, Illinois

By:



\_\_\_\_\_

Richard J. Huber, Senior Vice President

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## ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois )  
County of Cook ) ss

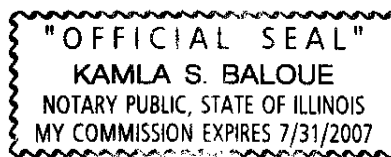
Before me, a Notary Public in and for the above County and State, personally appeared Robert V. Rohrman, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial seal the 3<sup>rd</sup> day of May, 2004.

Signature: Kamla S. Baloue  
Printed: KAMLA S. BALOUE

Notary Public

My Commission Expires: 7/31/07  
My County of Residence: COOK



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## ACKNOWLEDGEMENT OF MORTGAGEE

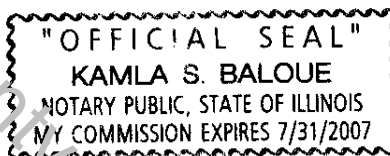
State of Illinois )  
County of Cook ) ss

Before me, a Notary Public in and for the above County and State, personally appeared Richard J. Huber the Senior Vice President of Bank One, NA who as such Senior Vice President acknowledged the execution of the foregoing instrument for and on behalf of said Bank One, NA.

WITNESS my hand and Notarial seal the 3rd day of May, 2004.

Signature: Kamla S. Baloue  
Printed: KAMLA S. BALOUE  
Notary Public

My Commission Expires: 7/31/07  
My County of Residence: COOK



This instrument prepared by: Sandra J. Gioe

WHEN RECORDED RETURN TO:

Bank One, NA  
Dealer Commercial Services  
111 Monument Circle - IN1-0128  
Indianapolis, IN 46204  
Attention: Ramona Tester

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Exhibit A

PARCEL 1:

LOTS 1 AND 2 IN KITTY'S KORNER UNIT 2 BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 3 IN KITTY'S KORNER UNIT 2 BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF LOT 1 IN HONEYWELL'S FIRST SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF GOVERNMENT LOTS 1 AND 2 (TAKEN AS A TRACT) OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1988 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 88320560, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 278.25 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 719.93 FEET TO A POINT; THENCE NORTH 44 DEGREES 12 MINUTES 25 SECONDS EAST A DISTANCE OF 41.47 FEET TO A POINT; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 518.35 FEET TO A POINT THENCE SOUTH 39 DEGREES 03 MINUTES 35 SECONDS EAST A DISTANCE OF 36.77 TO A POINT IN THE EASTERLY LINE OF SAID LOT 1, SAID EASTERLY LINE BEING A CURVED LINE NON TANGENT, THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 1, (SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF KENNICOTT AVENUE 80 FEET WIDTH), BEING THE ARC OF CIRCLE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 310.00 FEET, A CHORD BEARING OF SOUTH 29 DEGREES 18 MINUTES 16 SECONDS WEST, A CHORD LENGTH OF 262.76 FEET, A DISTANCE OF 271.34 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 1, BEING THE ARC OF A CIRCLE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 390.00 FEET, A DISTANCE OF 368.56 FEET TO A POINT OF TANGENCY, THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST, CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 174.41 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PART OF LOT 1 IN HONEYWELL'S FIRST SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF GOVERNMENT LOTS 1 AND 2 (TAKEN AS A TRACT) OF THE SOUTHWEST 1/4 OF

(SEE ATTACHED)

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Exhibit A - cont'd

SECTION 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1988 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 88320560, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 1, 278.25 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO A POINT THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

UNIT NUMBER 5-C-2 IN WEATHERSFIELD NORTH CONDOMINIUM AS DELINEATED ON A SURVEY OF CERTAIN BLOCKS IN WEATHERSFIELD NORTH, SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25238065 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

PARCEL 6:

LOT 2 IN THE RESUBDIVISION RECORDED JANUARY 31 1980 AS DOCUMENT 25344703, BEING A RESUBDIVISION OF LOT 1 IN GRAND SPAULDING DODGE SUBDIVISION, RECORDED DECEMBER 17, 1976 AS DOCUMENT 23752075, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION. THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 98.85 FEET TO THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 1 AND THE NORTH RIGHT OF WAY OF DUNDEE ROAD; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1059.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 291.09 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 59 DEGREES 28 MINUTES 44 SECONDS WEST A DISTANCE OF 130.11 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 28 SECONDS WEST A DISTANCE OF 88.04 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS