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Doc#: 0436433198 Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 12/29/2004 12:50 PM Pg: 1 of 5

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FIRST AMENDMENT TO MORTGAGE

Dat ad: November 30, 2004

Mortgagor:

PHYNES # 78-56-419

Higgins & Golf, Ltd. 1000 East Golf Hoffman Estates, IL 60194

Mortgagee:

Daim e Chrysler Services North America, LLC 27777 Franklin Road Southfield W. 48034

Mortgaged Property:

Common Address:

1000 East Golf, Hoffman Estates, IL 60194

Property Tax Index Nos.: 07-09-300-031-0000 07-09-300-032-0000 07-09-300-033-0000

Prepared by:

Stephen E. Dawson, Esq. Dickinson Wright PLLC 38525 Woodward, Suite 2000 Bloomfield Hills, MI 48304 (248) 433-7200

When recorded, please return to:

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Box 400-CTCC

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FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE ("First Amendment"), made and entered into this 30th day of November, 2004, by and between HIGGINS & GOLF, LTD., an Illinois corporation, having an address at 1000 East Golf, Hoffman Estates, Illinois 60194 ("Mortgagor"), and DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC, a Michigan limited liability company (successor by merger to Chrysler Credit Corporation) having its office at 27777 Inkster Road, Farmington Hills, Michigan 48334-5326 ("Mortgagee").

PRELIMINARY STATEMENT

- A. WHEREAS. Mortgagee has previously given Mortgagor a construction loan in the maximum purcipal amount of 10,100,000 ("Original Loan") and on August 23, 2002, pursuant to the Original Loan, Mortgagor executed and delivered to Mortgagee its Construction and Permanent Loan Promissory Note ("Original Note") in the amount of Ten Million One Hundred Thousand and 00/100 Dollars (\$10,100,000.00) and a Mortgage ("Mortgage") securing the Original Note and creating a lien on certain real property and improvements located in the City of Hoffman Estates, Cook County, State of Illinois which Mortgage is recorded on August 27, 2002 as Document No. 002 0951314, Cook County Records, with respect to the property described in Exhibit A attached hereto ("Mortgaged Premises").
- B. WHEREAS, Mortgagor has applied to extend the outside date for the final Construction Advance under the Original Note and has executed an Amended and Restated Construction and Permanent Loan Promissory Note of even date herewith the last installment of which is due not later than September 1, 2010.
- C. WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage as provided for below in order to secure the Amended Note by the Mortgage

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt whereof is hereby severally acknowledged, Mortgagor and Mortgagee hereby agree as follows:

- 1. The obligations secured by the Mortgage shall include the obligations of the Mortgagor under the Amended Note given to Mortgagee on even date herewith. The Amended Note and this First Amendment shall be considered a "Loan Document" as defined in the Mortgage.
- 2. The Mortgagor hereby acknowledges and reaffirms its grant of mortgage and security interest in the improvements, fixtures and all real and personal property located on the Mortgaged Premises as further described in the Mortgage.

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- Mortgagor hereby acknowledges and reaffirms that the Mortgage is a valid 3. first lien upon the Mortgaged Premises and that Mortgagor promises and agrees to fulfill all of the terms contained in the Mortgage as modified hereby.
- Nothing contained herein shall in any way impair the Original Note and the Mortgage as hereby amended, or the security now held for the indebtedness secured thereunder, or alter, waive, annul, vary or affect any provision, term, condition, or covenant therein, and as subsequently modified, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Original Note and Mortgage, it being the intent of the parties hereto that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.
- this First Amendment shall be binding upon the heirs, successors and 5. assigns of the parties hereto.

MORTGAGOR

HIGGINS & GOLF, LTD., an Illinois corporation

Name:

Its: President

MORTGAGEE

DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC, a Michigan limite/ liability

company

Greg Schmid

Its: Real Estate Manager

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)) SS.			
COUNTY OF COOK)			
the State aforesaid, I known to me to be t instrument appeared that and delivered said in purposes therein set for	DO HEREBY Control the same person before me this strument as his porth.	on whose name is su day in person and ack so own free and volun	c in and for said County, in amraz, who is personally bscribed to the foregoing nowledged that he signed tary act for the uses and	
GIVEN uncer m	y hand and Not	tarial Seal this 30th day	of November, 2004.	
	ĆX.	Anbuic PS	Webel	
"OFFICIAL SEAL"		Notary Public, Cook	County,	
Antonia B. Weddle Notary Public, State of I	illinois (State of Illinois My Commission Exp	pirac: 3-16-N-	
My Commission Expires Mai	r. 16, 2006	My Commission Ext	Mes. <u>5 (0 66</u>	
STATE OF MICHIGA	N)) SS.	40		
COUNTY OF OAKLA		0,	14	
The foregoing November, 2004, by DAIMLERCHRYSLEF company, on behalf of	R SERVICES N	Notary Public, Oakl	a Michigan limited liability 1. Launn and County,	
		State of Michigan My Commission Ex	pires: 10-22-10	
		Wy Commission Ex	A ST MAN	
DRAFTED BY AND \ RECORDED RETUR			Steven A. Carcone Notary Public State of Michigan Macomb County Expires: 10/22/10	ir
Stephen E. Dawson, Dickinson Wright PL	Esq. LC			

BLOOMFIELD 45041-75 652854

(810) 433-7214

P.O. Box 509

525 N. Woodward Avenue

Bloomfield Hills, MI 48304

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EXHIBIT A

PARCEL 1:

LOTS 1, 2 AND OUTLOT A IN DAEWOO MOTORS PLAT OF SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 18, 1999, AS DOCUMENT 99480699.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENT AS CREATED BY CROSS-EASEMENT AGREEMENT RECORDED AS DOCUMENT 85003432, FOR THE BENEFIT OF PARCEL 1 IN, ON, AND OVER THE EAST 17.5 FEET OF THE SOUTH 65 FEET OF LOT 4 IN VILLAGE CENTER SUBDIVISION IN AFORESAID QUARTER SECTION FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS BETWEEN GOLF ROAD AND PARCEL 1 AFORESAID.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT AS CREATED BY INSTRUMENT RECORDED AS DOCUMENT 87044402 FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL DRIVEWAY EASEMENT AGREEMENT, IN, ON, AND OVER THE FOLLOWING DESCRIBED PARCEL FOR INGRESS AND EGRESS TO AND FROM HIGGINS ROAD:

THAT PART OF LOT 1 IN VILLAGE CENTER SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 1 WITH THE EAST LINE OF THE WEST 573.49 FEET OF SAID LOT 1; THENCE SOUTH 0 DEGREES 10 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE 55.19 FEET; THENCE NORTH 72 DEGREES 26 MINUTES 16 SECONDS WEST 32.50 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 44 SECONDS EAST 52.67 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 72 DEGREES 26 MINUTES 16 SECONDS EAST ALONG THE LAST MENTIONED NORTH LINE 16.25 FEET TO THE POINT OF BEGINNING.

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