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Doc#: 0531133198 Fee: \$32.00
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Cook County Recorder of Deeds
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SECOND AMENDMENT TO MORTGAGE

Dated: October 25, 2005

Mortgagor:

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

Mortgagee:

DaimlerChrysler Services North America, LLC
27777 Inkster Road
Farmington Hills MI 48334

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:

Sienna D. Dietz, Esq.
Dickinson Wright PLLC
38525 Woodward, Suite 2000
Bloomfield Hills, MI 48304
(248) 433-7200

When recorded, please return to:

Sienna D. Dietz, Esq.
Dickinson Wright PLLC
38525 Woodward, Suite 2000
Bloomfield Hills, MI 48304
(248) 433-7200

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Box 400-CTCC

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SECOND AMENDMENT TO MORTGAGE

THIS SECOND AMENDMENT TO MORTGAGE ("Second Amendment"), made and entered into this 25 day of October, 2005, 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 principal 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 and Mortgagee agreed to extend the outside date for the final Construction Advance under the Original Note, the last installment of which is due not later than September 1, 2010, and Borrower executed an Amended and Restated Construction and Permanent Loan Promissory Note dated November 30, 2004 (the Original Note as amended by the Amended and Restated Construction and Permanent Loan Promissory Note is sometimes herein referred to as the "Existing Note").

C. WHEREAS, Mortgagor has requested and Mortgagee has agreed to increase the balance of the Existing Note by \$124,489.46 ("Increase Loan") and Mortgagor has executed (i) a Second Amended and Restated Note of even date herewith in the amount of One Hundred Twenty-Four Thousand Four Hundred Eighty-Nine and 46/100 Dollars (\$124,489.46) ("Note" or "Increase Note") and (ii) various other loan documents ("Increase Loan Documents") in connection therewith.

D. WHEREAS, Mortgagor, Motor Works of Hoffman Estates, Inc., James Hub, Leda Bianchi, Paul Tamraz and Nancy Tamraz (singularly and collectively, the "Guarantor") in order to induce Mortgagee to make the Original Loan and the Increase Loan requested by Mortgagor, have agreed to guarantee the repayment of the Original Loan and the Increase Loan and the performance by the Mortgagor of all terms of the Original Note, the Increase Note and the Mortgage as hereby modified securing such loans.

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E. WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage as provided for below in order to secure the Increase 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 Increase Note and the Increase Loan Documents given to Mortgagee on even date herewith. The Increase Note, the Increase Loan Documents and this Second 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 and acknowledges and reaffirms that the Mortgage secures the Increase Note.

3. Mortgagor hereby acknowledges and reaffirms that the Mortgage is a valid 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.

4. Nothing contained herein shall in any way impair the Increase 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, the Increase 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.

5. The Increase Note: (i) re-evidences the indebtedness heretofore evidenced by the Original Note, (ii) is given in substitution for, and not as payment of, the Original Note, and (iii) is in no way intended to (and shall not) constitute a novation or discharge of the Original Note or any other instrument. The Mortgagee and Mortgagor hereby renew the lien of the Mortgage against all of the property encumbered thereby and described therein until all amounts evidenced by the Increase Note and/or due under the Original Loan Documents have been fully paid, the Mortgage has been terminated in accordance with its terms and all of the liens arising thereunder have been duly released. The Mortgagor agrees that such renewal shall in no manner affect or impair the Increase Note or the liens securing the same and that said liens shall not in any manner be waived.

6. This Second Amendment shall be binding upon the heirs, successors and assigns of the parties hereto.

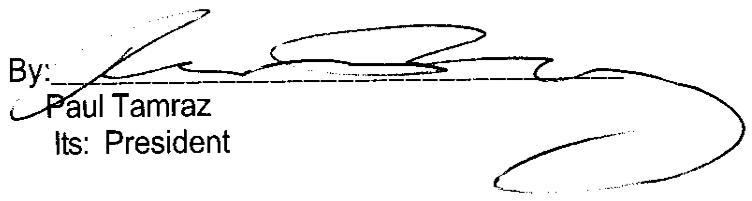
IN WITNESS WHEREOF, the Mortgagor has duly executed this Second Amendment on the day and year first above written.

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MORTGAGOR

HIGGINS & GOLF, LTD., an Illinois corporation

Name: _____
Name: _____

By: 
Paul Tamraz
Its: President

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ACKNOWLEDGMENTS


STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

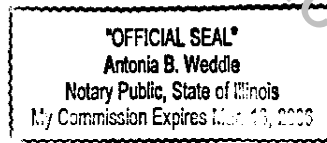
I, ANTONIA B. WEDDLE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Tamraz, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of October, 2005.


Notary Public, Cook County,
State of Illinois
My Commission Expires: 3-13-06

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Sienna D. Dietz, Esq.
Dickinson Wright PLLC
38525 Woodward Avenue, Suite 2000
Bloomfield Hills, MI 48304
(248) 433-7200



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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.