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PREPARED BY:
Sandra J. Gioe

WHEN RECORDED RETURN TO:

JPMorgan Chase Bank, N.A.
Dealer Commercial Services
1 E. Ohio Street - IN1-0128
Indianapolis, IN 46204
Attention: Ramona Tester



Doc#: 0603943308 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/08/2008 01:01 PM Pg: 1 of 5

Property of Cook County Clerk's Office

Mortgage Amendment



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This Mortgage Amendment (the "Amendment") is dated as of January 11, 2006, between Robert V. Rohrman, whose address is 444 Lourdes Lane, Lafayette, IN 47909 (the "Mortgagor"), and JPMorgan Chase, N.A., whose office 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 November 22, 2004 and recorded on January 26, 2005 as Document No. 0502633150, 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 City of 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: 1400-1500 W. Dundee Road, Arlington Heights, Illinois 60004;

Tax Parcel Identification No.: 03-06-302-016-0000

The Mortgage secures the Liabilities (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Line of Credit Note, dated November 22, 2004, payable by Robert V. Rohrman to the Mortgagee, in the original principal sum of Forty-Seven Million and 00/100 Dollars (\$47,000,000.00) (the "Original Line of Credit") and a Floorplan Line of Credit Note, dated May 5, 2000, and amended by Modification Agreements, dated May 8, 2002, November 6, 2002, May 6, 2003, February 26, 2004, May 3, 2004 and November 22, 2004, respectively, payable by the Corporate Borrowers and Mortgagor, in his individual capacity, to the Mortgagee (successor by merger to Bank One, NA and Bank One, Indiana, NA), in the original principal sum of One Hundred Ten Million and 00/100 Dollars (\$110,000,000.00) (the "Original Floorplan Line of Credit") (collectively, the "Original Extensions of Credit").

Box 400-CTCC

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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 secure the repayment of an extension of credit evidenced by a(n) Line of Credit Note, dated January 11, 2006, payable from Robert V. Rohrman to the Mortgagee in the original principal sum of Fifty-Seven Million and 00/100 Dollars (\$57,000,000.00), including all extensions and renewals (the "Increased Line of Credit"), which replaces the Line of Credit Note referenced above.
2. The Mortgage continues to secure the Original Extensions of Credit and shall also secure the Increased Line of Credit; therefore, the maximum principal sum of the Liabilities shall not exceed Three Hundred Thirty-Four Million and 00/100 Dollars (\$334,000,000.00).
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:

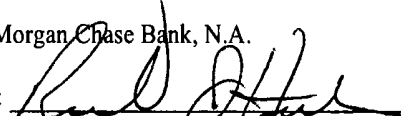


Robert V. Rohrman

Mortgagee:

JPMorgan Chase Bank, N.A.

By:


Richard J. Huber, Senior Vice President

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ACKNOWLEDGMENT OF MORTGAGOR

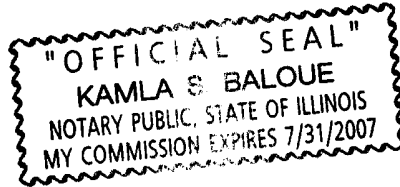
State of ILL)
County of COOK) ss

I, Kamla S. Baloue, a Notary Public in and for said County and State, certify that Robert V. Rohrman, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes herein set forth.

WITNESS my hand and Notarial seal the 11th day of January, 2006.

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

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



ACKNOWLEDGMENT OF MORTGAGEE

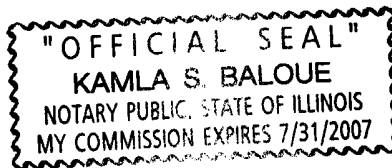
State of ILL)
County of COOK) ss

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

WITNESS my hand and Notarial seal the 11th day of January, 2006.

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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EXHIBIT "A"

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 1 IN HONEYWELL'S FIRST SUBDIVISION OF 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, (EXCEPT THAT PART OF LOT 1, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 278.25 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST ALONG A LINE 60.00 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 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM:

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 AS DOCUMENT 88320560, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 278.25 FEET TO A POINT; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND 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 SECOND EAST, A DISTANCE OF 518.35 FEET TO A POINT; THENCE SOUTH 39 DEGREES, 03 MINUTES, 35 SECONDS EAST, A DISTANCE OF 26.77 TO A POINT IN THE EASTERLY LINE OF SAID LOT 1, SAID EASTERLY LINE BEING A CURVED LINE NONTANGENT; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 1, (SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF KENNICOTT AVENUE 80.00 FEET IN 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 233.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREE, 14 MINUTES, 00 SECOND WEST, CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 174.41 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM:

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 AS DOCUMENT 88320560, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES, 50 MINUTES, 39 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 597.32 FEET TO A POINT; THENCE SOUTH 00 DEGREE, 03 MINUTES, 06 SECONDS WEST, A DISTANCE OF 454.46 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 46 MINUTES, 00 SECOND EAST, A DISTANCE OF 595.87 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1; THENCE NORTH 00 DEGREE, 14 MINUTES, 00 SECOND EAST ALONG THE EASTERLY LINE OF SAID LOT 1, BEING THE WESTERLY RIGHT OF WAY LINE OF KENNICOTT AVENUE, 80.00 FEET IN WIDTH, A DISTANCE OF 458.52 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.