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PREPARED BY:
Sandra J. Gioe

Doc#: 0910626016 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2009 08:34 AM Pg: 1 of 6

WHEN RECORDED RETURN TO:

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

Property of Cook County Clerk's Office

7844209 Jones & 18F

Mortgage Amendment



This Mortgage Amendment (the "Amendment") is dated as of April 1, 2009, between Robert V. Rohman, whose address is 444 Lourdes Lane, Lafayette, IN 47909 (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose office address is 10 South Dearborn, Floor 39, 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 400-CTCC

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The Mortgage secures the indebtedness, including, without limitation, the extension of credit evidenced by a Line of Credit Note (Floorplan) dated April 4, 2008, 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, Rohr-Alpha, Inc., an Illinois corporation and Rohr-Burg Motors, Inc., an Illinois corporation (collectively, the "Corporate Borrowers") to the Mortgagee, in the principal sum of One Hundred Fifty Million and 00/100 Dollars (\$150,000,000.00) (the "Floorplan Facility Note") and a Line of Credit Note dated April 4, 2008 payable by Robert V. Rohrman (the "Rohrman Facility Note") to the Mortgagee, in the principal sum of Fifty Four Million and 00/100 Dollars (\$54,000,000.00).

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 Floorplan Facility evidenced by a Line of Credit Note (Floorplan) dated April 1, 2009, 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, Rohr-Alpha, Inc., an Illinois corporation and Rohr-Burg Motors, Inc., an Illinois corporation, collectively, to the Mortgagee, in the amended and increased principal sum of One Hundred Sixty Five Million and 00/100 Dollars (\$165,000,000.00), including all extensions and renewals (the "New Floorplan Facility Note"), which replaces the Floorplan Facility Note referenced above.

2. The Mortgage is amended to also secure the repayment of the Personal Line of Credit evidenced by a Line of Credit Note dated April 1, 2009, payable by Robert V. Rohrman to the Mortgagee, in the principal sum of Fifty Two Million Five Hundred Thousand and 00/100 Dollars (\$52,500,000.00), including all extensions and renewals (the "New Rohrman Facility Note"), which replaced the Rohrman Facility Note referenced above.

3. The Mortgage continues to secure the New Rohrman Facility Note and also the New Floorplan Facility Note; therefore, the maximum principal sum of the Liabilities shall not exceed Four Hundred Thirty Five Million and 00/100 Dollars (\$435,000,000.00).

4. 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.

5. 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.

6. **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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7. **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.

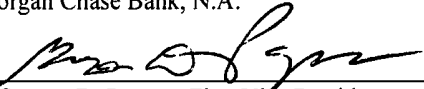
Mortgagor:



Robert V. Rohrman

Mortgagee:

JPMorgan Chase Bank, N.A.

By: 

George D. Pappas, First Vice President

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ACKNOWLEDGMENT OF MORTGAGOR

State of ILLINOIS)
County of COOK) ss

I, KAMLA S. BALOUÉ, 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 1st day of April, 2009.

Signature: Kamla S. Baloue
Printed: KAMLA S. BALOUÉ
Notary Public Kamla S. Baloue
Notary Public, State of Illinois
Cook County
My Commission Expires July 30, 2011

My Commission Expires: 7/30/2011
My County of Residence: COOK

ACKNOWLEDGMENT OF MORTGAGEE

State of ILLINOIS)
County of COOK) ss

Before me, a Notary Public in and for the above County and State, personally appeared George D. Pappas the First Vice President of JPMorgan Chase Bank, N.A., who as such First 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 1st day of April, 2009.

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

My Commission Expires: 7/30/2011
My County of Residence: COOK

"OFFICIAL SEAL"
Kamla S. Baloue
Notary Public, State of Illinois
Cook County
My Commission Expires July 30, 2011

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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 $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ 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 $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ 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 $\frac{1}{2}$ OF GOVERNMENT LOTS 1 AND 2 (TAKEN AS A TRACT) OF THE SOUTHWEST $\frac{1}{4}$ 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 50 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 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 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 1, SAID EASTERLY LINE BEING A CURVED LINE NOW 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 $\frac{1}{2}$ OF GOVERNMENT LOTS 1 AND 2 (TAKEN AS A TRACT) OF THE SOUTHWEST $\frac{1}{4}$ 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 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.

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EXHIBIT A – CONT'D

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 25238069 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 ½ 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 ¼ 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 ¼ 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.