

UNOFFICIAL COPY



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#: 0910626017 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2009 08:35 AM Pg: 1 of 5

8238247 Kennon St 1A1

Property of Cook County Clerk's Office

Mortgage Amendment



This Mortgage Amendment (the "Amendment") is dated as of April 1, 2009, 2009, between Robert V. Rohrman, 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 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 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.

5/8

UNOFFICIAL COPY

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:

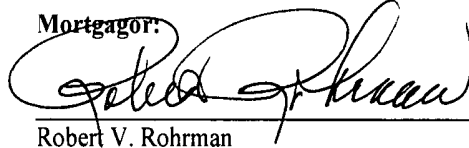
1. The Mortgage is amended to also secure the repayment of the Floorplan Facility evidenced by a Line of Credit Note (Floorplan) dated April 1, 2009, payable by Rohr-Tippe Motors, Inc., an Indiana corporation, Five Star Motors of Lafayette, Inc., an Indiana corporation, Rohr-Ette Motors, Inc., an Indiana 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.

[INTENTIONALLY BLANK]

UNOFFICIAL COPY

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:

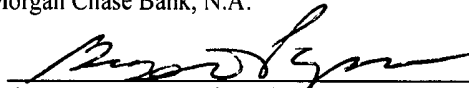


Robert V. Rohrman

Mortgagee:

JPMorgan Chase Bank, N.A.

By:


George D. Pappas, First Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

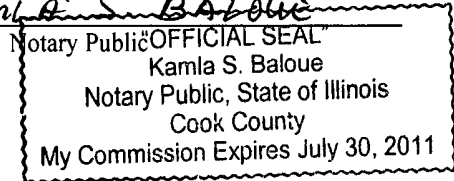
ACKNOWLEDGMENT OF MORTGAGOR

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



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

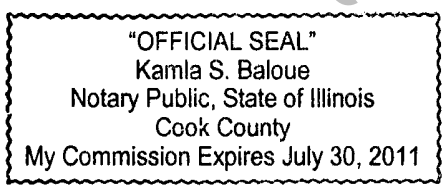
ACKNOWLEDGMENT OF MORTGAGEE

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

UNOFFICIAL COPY

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 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 80.00 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 368.56 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.