

# UNOFFICIAL COPY

PREPARED BY:  
Kris Gregson



WHEN RECORDED RETURN TO:  
RECORD & RETURN TO 21328  
CT LIEN SOLUTIONS  
P.O. BOX 29074  
Glendale, CA 91209-9071  
 26185787-IL-Cook County Rec

Doc#: 1033710006 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/03/2010 09:38 AM Pg: 1 of 4

## Mortgage Amendment



This Mortgage Amendment (the "Amendment") is dated as of November 12, 2010, between CLH Investment Company, L.L.C., an Illinois limited liability limited partnership, whose address is 5901 S. LaGrange Road, Countryside, IL 60525 (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose address is 10 S. Dearborn, Chicago, IL 60603, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated August 29, 2003 and recorded on October 1, 2003 as Document No.0327442100, 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 Village of Countryside, County of Cook, State of Illinois:

See Exhibit "A" Attached

(the "Premises"),

Commonly known as 5800 S. LaGrange Road, Countryside, Illinois 60525,  
Tax Parcel Identification No. 18-16-112-001-0000, 18-16-112-002-0000, 18-16-112-006-0000, 18-16-112-007-0000, 18-16-112-010-0000 and 18-16-112-012-0000.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree that the term "Liabilities" included, without limitation, the following:

1. That certain Line of Credit Note (Floorplan), dated October 29, 2010, payable from Continental Autos, Inc., an Illinois corporation and 5800 Countryside, LLC, an Illinois limited liability company to the Mortgagee in the original principal sum of Eleven Million and 00/100 Dollars (\$11,000,000.00), including all extensions and renewals,
2. That certain Term Note, dated August 14, 2008, payable from CLH Investment Company, L.L.C., an Illinois limited liability company, to the Mortgagee in the original principal sum of One Million Eight Hundred Ninety Seven Thousand Three Hundred Twenty Five and 86/100 Dollars (\$1,897,325.86), including all extensions and renewals,

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3. That certain Term Note, dated October 29, 2010, payable from Continental Autos, Inc., an Illinois corporation and Weinberger Limited Liability Limited Partnership, a Delaware limited liability limited partnership, to the Mortgagee in the original principal sum of Nine Million Nine Hundred Twenty Three Thousand Three Hundred Thirty Four and 00/100 Dollars (\$9,923,334.00), including all extensions and renewals,
4. The maximum principal sum secured by this Mortgage shall not exceed Forty Five Million Six Hundred Forty One Thousand Three Hundred Nineteen and 72/100 (\$45,641,319.72) at any one time outstanding.
5. 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.
6. 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.
7. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois (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.
8. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.
9. **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:**

CLH Investment Company, L.L.C. an Illinois limited liability company

By: 

Herman G. Weinberger as Trustee of the Herman G. Weinberger 1991 Trust, Manager

**Mortgagee:**

JPMorgan Chase Bank, N.A.

By: 

Scott D. Wagner, Vice President

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## Exhibit "A"

### PARCEL 1:

LOTS 1 AND 2 IN LAGRANGE GARDENS HOME, BEING A SUBDIVISION OF THAT PART OF THE EAST 1337.0 FEET OF THE NORTHWEST 1/4 LYING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE EAST 180 FEET OF THE NORTHWEST 1/4 LYING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTH 325.26 FEET THEREOF) OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE NORTH 88 FEET OF LOT 3 IN LA GRANGE GARDENS HOME, BEING A SUBDIVISION OF THAT PART OF THE EAST 1337.0 FEET OF THE NORTHWEST 1/4 LYING WEST OF THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 570.52 FEET OF THE EAST 180 FEET THEREOF); ALSO

THE NORTH 88 FEET OF THE SOUTH 325.26 FEET OF THE EAST 180.0 FEET OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## ACKNOWLEDGMENT OF MORTGAGOR

State of ILLINOIS )  
County of WILL ) ss

I, Mary Ellen Barc, a Notary Public in and for said County and State,  
certify that Berman Weinberger, a \_\_\_\_\_ of \_\_\_\_\_  
a(n) \_\_\_\_\_ and \_\_\_\_\_  
a \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons  
whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_  
respectively, appeared before me this day in person and acknowledged that they signed and delivered said  
instrument as their own free and voluntary act and as the free and voluntary act of said \_\_\_\_\_  
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of November, 2010  
My Commission Expires: 9-2-2012, Notary Public



## ACKNOWLEDGMENT OF MORTGAGEE

State of ILLINOIS )  
County of COOK ) ss

I, Vernice Johnson, a Notary Public in and for said County and State,  
certify that SCOTT WAGNER, a \_\_\_\_\_ of \_\_\_\_\_  
a(n) \_\_\_\_\_ and \_\_\_\_\_  
a \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons  
whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_  
respectively, appeared before me this day in person and acknowledged that they signed and delivered said  
instrument as their own free and voluntary act and as the free and voluntary act of said \_\_\_\_\_  
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of NOVEMBER, 2010  
My Commission Expires: 5/22/2011 Vernice Johnson, Notary Public

