



Doc#: 1232041032 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/15/2012 10:52 AM Pg: 1 of 6

SA 227513 - OP

PREPARED BY:
Jennifer Compton

WHEN RECORDED RETURN TO:

JPMorgan Chase Bank, N.A.

Attn: Sophia Russell
IN1-0128
1 E. Ohio Street
Indianapolis, IN 46277

Property of Cook County Clerk's Office

Mortgage Amendment



This Mortgage Amendment (the "Amendment") is dated as of October 25, 2012, between CLH Investment Company, L.L.C., an Illinois limited liability company, 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 City of Countryside, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises"),

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 Liabilities are restated in their entirety as follows:

The Mortgage secures the Liabilities (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Term Note, dated October 25, 2012, payable by CLH Investment Company, L.L.C., an Illinois limited liability company to the Mortgagee, in the original principal sum of Three Million Three Hundred Thirty-Two Thousand Seven Hundred Fifty-Three and 86/100 Dollars (\$3,332,753.86), including all extensions and renewals, a(n) Line of Credit Note (Floorplan), dated June 27, 2012, payable by Continental Autos, Inc., an Illinois corporation and 5800 Countryside, LLC, an Illinois limited liability company to the Mortgagee, in the original principal sum of Fourteen Million and 00/100 Dollars (\$14,000,000.00), including all extensions and renewals, and

CLH INVESTMENT COMPANY, L.L.C.

BOX 334 CTI

UNOFFICIAL COPY

a(n) Term Note, dated October 20, 2011, payable by 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 Four Hundred Three Thousand Three Hundred Thirty- Three and 41/100 Dollars (\$9,403,333.41), including all extensions and renewals, (collectively, the "Original Extension of Credit").

2. The legal description attached as Exhibit "A" to the Mortgagee a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated August 29, 2003 and recorded October 1, 2003 as Document No. 0327442100 is replaced with the legal description attached hereto as Exhibit A.

3. The Mortgage continues to secure the Original Extension of Credit; therefore, the maximum principal sum of the Liabilities shall not exceed Fifty-Three Million Four Hundred Seventy Two Thousand One Hundred Seventy-Four and 54/100 Dollars (\$53,472,174.54).

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 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.

7. **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.

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: Cheryl W. Nelson
Cheryl W. Nelson, Manager

Mortgagee:

JPMorgan Chase Bank, N.A.

UNOFFICIAL COPY

By: Scott Wagner
Scott D. Wagner, Vice President

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

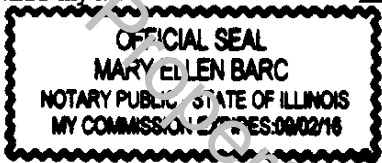
UNOFFICIAL COPY

ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois)
County of Cook) ss

Before me, a Notary Public in and for the above County and State, personally appeared Cheryl W. Nelson the Manager of CLH Investment Company, L.L.C., who as such manager acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

WITNESS my hand and Notarial seal the 25th day of October, 2012.



Signature: Mary Ellen Barc
Printed: MARY ELLEN BARC
Notary Public

2. My Commission Expires: 6-2-16
My County of Residence: Will

ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois)
County of DuPage) ss

Before me, a Notary Public in and for the above County and State, personally appeared Scott D. Wagner the Vice President of JPMorgan Chase Bank, N.A., who as such vice president acknowledged the execution of the foregoing instrument for and on behalf of said national association.

3. WITNESS my hand and Notarial seal the 26 day of October, 2012.

Signature: [Signature]
Printed: Erin Caccamo
Notary Public

4. My Commission Expires: 10/2/15
My County of Residence: DuPage



UNOFFICIAL COPY

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.

Commonly known as 5800 S. LaGrange Road, Countryside, Illinois 60525,
Tax Parcel Identification No. 18-16-112-001-0000, 18-16-112-002-0000, 18-16-112-003-0000, 18-16-112-007-0000, 18-16-112-010-0000 and 18-16-112-012-0000.

UNOFFICIAL COPY

Exhibit "A" continued

LOT 3 (EXCEPT THE NORTH 88 FEET THEREOF) AND ALL OF LOT 4 IN LA GRANGE GARDEN HOMES, 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, (EXCEPT THE NORTH 570.52 FEET OF THE EAST 180 FEET THEREOF):

ALSO

THE NORTH 285.26 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, (EXCEPTING THEREFROM THE NORTH 88 FEET THEREOF)

Commonly known as 5846 S. LaGrange Road, Countryside, Illinois 60525,
Tax Parcel Identification No. 8-16-112-009-0000 and 18-16-112-011-000.