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PREPARED BY:
Peggy A. Knoop

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/12/2014 10:28 AM Pg: 1 of 6

WHEN RECORDED RETURN TO:

RECORD & RETURN TO 13473
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
436080094L31-Cook County

Property of Cook County Clerk's Office

Mortgage Amendment



This Mortgage Amendment (the "Amendment") is dated as of June 27, 2014, between 919 West Higgins LLC, an Illinois limited liability company, whose address is 911-919 W. Higgins Road, Schaumburg, IL 60195 (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 March 23, 2011 and recorded on March 25, 2011 as Document No. 1108418090, 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 Schaumburg, 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 911-919 W. Higgins Road, Schaumburg, Illinois 60195,
Tax Parcel Identification No. 07-09-301-023-0000.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

The term "Liabilities" means all indebtedness, liabilities and obligations of every kind and character of each Borrower to the Mortgagee, whether the indebtedness, liabilities and obligations are individual, joint or several, contingent or otherwise, now or hereafter existing, including, without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Mortgagee or to a third party and subsequently acquired by the Mortgagee, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether

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allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The Mortgagor and the Mortgagee specifically contemplate that Liabilities include indebtedness hereafter incurred by the Borrower to the Mortgagee. The term "Liabilities" includes, without limitation, the following:

- (1) That certain Term Note, dated March 23, 2011, payable by 919 West Higgins LLC, an Illinois limited liability company to the Mortgagee, in the original principal sum of One Million Eight Hundred Ninety Thousand and 00/100 Dollars (\$1,890,000.00)
- (2) That certain Line of Credit Note (Floorplan), dated April 13, 2010 in the original principal amount of Four Million Two Hundred Fifty Thousand and 00/100 Dollars (\$4,250,000.00), payable by Napleton's Schaumburg Subaru, Inc. to Mortgagee, and replaced and or renewed by a Line of Credit Note (Floorplan), dated January 14, 2014, in the original principal sum of Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00), payable by Napleton's Schaumburg Subaru, Inc. to the Mortgagee; and
- (3) That certain Term Note, dated 5-27, 2014, in the original principal sum of One Million and 00/100 Dollars (\$1,000,000.00), executed and delivered by 919 West Higgins LLC, an Illinois limited liability company to the Mortgagee; and
- (4) The performance of all of the promises and agreements contained in this Mortgage.

The maximum principal sum secured by this Mortgage shall not exceed Sixteen Million Seven Hundred Eighty Thousand and 00/100 Dollars (\$16,780,000.00) at any one time outstanding. This Mortgage shall not apply to any obligation or debt incurred for personal, household or family purposes unless the note or guaranty evidencing such personal, household or family debt expressly states that it is secured by this Mortgage.

This Mortgage is given to secure a revolving credit loan pursuant to and in accordance with the note described in clause (2) above and shall secure not only presently existing indebtedness under such note, but also future advances, whether such advances are obligations or to be made at the option of the Mortgagee or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all the Liabilities hereby secured, including future advances, from the time of its recording in the Recorder's Office of the county in which the Premises are located. The total amount of the Liabilities hereby secured may increase or decrease from time to time, but the total unpaid balance of the Liabilities hereby secured (including disbursements which the Mortgagee may take under this Mortgage, the above-described note or any other Related Documents) at any one time outstanding shall not exceed the maximum principal sum set forth above.

1. 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.

2. 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.

3. **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.

4. **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

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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:

919 West Higgins LLC, an Illinois limited liability company

By: 

Stephen R. Napleton, Member

Mortgagee:

JPMorgan Chase Bank, N.A.

By: 

Brian J. Zandstra, Vice President

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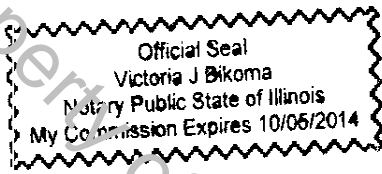
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ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois)
County of Cook) ss

I, Victoria J Bikoma, a Notary Public in and for said County and State, certify that Stephen R. Napieton a Member of 919 West Higgins LLC, an Illinois limited liability company, personally known to me to be the persons whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Mortgagor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of may, 2014



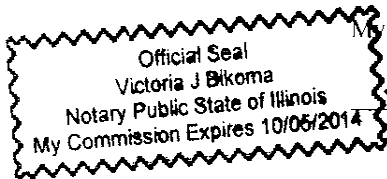
My Commission expires: 10/5/2014
Victoria J Bikoma
Notary Public

ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois)
County of Cook) ss

I, Victoria J Bikoma, a Notary Public in and for said County and State, certify that Brian J. Zandstra, a Vice President of JPMorgan Chase Bank, N.A., personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Vice President, 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 Mortgagee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of may, 2014



My Commission expires: 10/5/2014
Victoria J Bikoma
Notary Public

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Exhibit "A"

PARCEL 1:

LOT 2 IN T AND C COMMERCIAL UNIT NO. 3, BEING A RESUBDIVISION OF LOT 2 IN T AND C COMMERCIAL UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID LOT 2, SOUTH 3 DEGREES 00 MINUTES 15 SECONDS EAST, A DISTANCE OF 243.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 2, SOUTH 86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 164.76 FEET; THENCE NORTHWARD ALONG A LINE BEING PARALLEL WITH THE WEST LINE OF SAID LOT 2, NORTH 00 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 299.78 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2, BEING THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE EASTWARD ALONG THE SAID NORTHERLY LINE, SOUTH 71 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 155.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS RESERVED IN DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NUMBER 31018, TO AMERICAN MOTORS SALES CORPORATION DATED AUGUST 18, 1972 AND RECORDED AUGUST 23, 1972 AS DOCUMENT NO. 22028696 OVER THE FOLLOWING DESCRIBED AREA, TO WIT:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 210 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, A DISTANCE OF 125.00 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 100 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE AND ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 25.00 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 57 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, A DISTANCE OF 87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD, A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Exhibit "A" continued

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PLACEMENT, INSTALLATION, CONSTRUCTION AND OPERATION OF A SIGN AS RESERVED IN DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NUMBER 31018, TO AMERICAN MOTORS SALES CORPORATION DATED AUGUST 18, 1972 AND RECORDED AUGUST 25, 1972 AS DOCUMENT NO. 22028696 OVER THE FOLLOWING DESCRIBED AREA, TO WIT:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 255 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, A DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, IN COCK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN DECLARATION OF EASEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 7, 1973 AND KNOWN AS TRUST NUMBER 45858, AND O'HARE INTERNATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 1971 AND KNOWN AS TRUST NUMBER 72 L 103, RECORDED JULY 24, 1973 AS DOCUMENT NO. 22411512 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED AREA, TO WIT:

EASEMENT 25 FEET IN WIDTH AS DEPICTED ON EXHIBIT A OF THE AFORESAID DECLARATION AS THE CROSS-HATCHED AREA.

PARCEL 5:

EASEMENT 45 FEET IN WIDTH FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN DECLARATION OF EASEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NUMBER 31018, AND CARBO INVESTMENT COMPANY, INC. DATED DECEMBER 17, 1971 AND RECORDED DECEMBER 28, 1971 AS DOCUMENT NO. 21760760 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED AREA, TO WIT:

AN EASEMENT THAT LIES 22.5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE, ALL IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD AND A LINE BEING 70 FEET NORTH AND PARALLEL WITH THE CENTER LINE OF GOLF ROAD COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHWARD

ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 53.10 FEET TO A POINT ON A LINE BEING 70 FEET NORTH AND PARALLEL WITH THE CENTER LINE OF GOLF ROAD; THENCE WESTWARD ALONG SAID PARALLEL LINE A DISTANCE OF 710.93 FEET FOR POINT OF BEGINNING; THENCE NORTHWARD A DISTANCE OF 523.97 FEET ALONG A LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD.