

Space above for recording information

**FIRST AMENDMENT TO MORTGAGE**

THIS FIRST AMENDMENT TO MORTGAGE is made and executed February 25, 2015 and effective as of the 24<sup>th</sup> day of June, 2014, by and between FULLERTON/CICERO LIMITED PARTNERSHIP, an Illinois limited partnership, whose address is 350 Golf Road, Schaumburg, Illinois 60173 (the "Mortgagor") and COMERICA BANK, a Texas banking association, successor by merger to Comerica Bank, a Michigan banking corporation, with an office at Two Mid America Plaza, Suite 616, Oakbrook Terrace, Illinois 60181-4451 (the "Bank").

**RECITALS**

A. Mortgagor granted a Mortgage to the Bank covering the premises described on Exhibit A attached hereto dated as of November 1, 2001, and recorded with the office of the Cook County Recorder on November 21, 2001, as Document No. 0011096005 (as amended from time to time, the "Mortgage"), securing performance of the covenants and agreements contained in the Mortgage and payment of the Indebtedness.

B. The Mortgagor and the Bank wish to amend the Mortgage to revise certain definitions and references contained therein;

C. The Mortgagor and the Bank desire to amend the Mortgage for the reasons set forth above but without the necessity of re-executing the Mortgage.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. This First Amendment to Mortgage (the "First Amendment") is and shall be construed and considered as part of the Mortgage.

2. The second paragraph on the first page of the Mortgage is hereby amended and restated in its entirety as follows:

**"THIS MORTGAGE SECURES FUTURE ADVANCES AND IS A FUTURE ADVANCE MORTGAGE UNDER APPLICABLE LAW. THE MAXIMUM**

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**PRINCIPAL AMOUNT EXCLUDING PROTECTIVE ADVANCES, THAT MAY BE SECURED BY THIS MORTGAGE IS SEVENTY MILLION DOLLARS (\$70,000,000)."**

3. The definition of "Guaranty" as set forth in paragraph F of the definition section of the Mortgage is hereby amended to read as follows:

F. " 'Guaranty' shall mean the Guaranty by Resnick Automotive Group, Inc., Schaumburg Toyota, Inc., Higgins Road Sales, Inc., Resnick Acquisition Corp., 5 Star Auto Construction, Inc., Magnificent Motorcars, Inc., Robusto Gardens, LLC, JR/PR Limited Partnership, Remington Road, LLC, JABA Associates Limited Partnership, Fullerton/Cicero Limited Partnership, Hoffman Estates Associates Limited Partnership, and Internal Combustion, LLC, of the indebtedness to the Bank of Mortgagor (and various other obligors), and the Guaranty of Phillip H. Resnick of the indebtedness to Bank of the Mortgagor (and various other obligors) together with any and all extensions, renewals and modifications thereof."

4. The definition of "Indebtedness" as set forth in paragraph H of the definition section of the Mortgage is hereby amended to read as follows:

H. " 'Indebtedness' shall mean all obligations of the Mortgagor under this Mortgage and all indebtedness and obligations now and hereafter owing to Bank by Mortgagor, Resnick Automotive Group, Inc., Schaumburg Toyota, Inc., Higgins Road Sales, Inc., Resnick Acquisition Corp., 5 Star Auto Construction, Inc., Magnificent Motorcars, Inc., Robusto Gardens, LLC, Remington Road, LLC, JABA Associates Limited Partnership, JR/PR Limited Partnership, Internal Combustion, LLC or Phillip H. Resnick, and any other indebtedness and obligations that are evidenced by any instruments, documents and agreements that have been executed by another person or persons for which the Mortgagor is obligated to the Bank pursuant to a guaranty or otherwise, together with any and all extensions, renewals and modifications thereof, provided, however, that notwithstanding anything hereinabove to the contrary the maximum Indebtedness secured hereby at any one time shall not exceed \$70,000,000, plus all costs of enforcement and collection of this Mortgage, the Notes and the other Documents, plus the total amount of any advances made pursuant to the Documents to protect the collateral and the security interest and lien created hereby; together with interest on all of the foregoing as provided in the Documents."

5. The definition of "Notes" as set forth in paragraph I of the definition section of the Mortgage is hereby amended to read as follows:

I. " 'Notes' shall mean any promissory note or notes executed and delivered by either the Mortgagor, Resnick Automotive Group, Inc., Schaumburg Toyota, Inc., Higgins Road Sales, Inc., Resnick Acquisition Corp., 5 Star Auto Construction, Inc., Magnificent Motorcars, Inc., Robusto Gardens, LLC, Remington Road, LLC, JABA Associates Limited Partnership, JR/PR Limited Partnership, Internal Combustion, LLC or Phillip H. Resnick, or any combination thereof, in favor of the Bank, together with any and all extensions, renewals and modifications, including, without limitation, the

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following: (i) Amended and Restated Mortgage Note-A from JR/PR Limited Partnership to Bank dated as of June 24, 2014, in the original principal amount of \$3,267,518.34, (ii) Promissory Note from Robusto Gardens, LLC, JR/PR Limited Partnership, Fullerton/Cicero Limited Partnership, Remington Road, LLC, JABA Associates Limited Partnership and Internal Combustion, LLC to Bank dated as of June 24, 2014, in the original principal amount of \$7,451,902.37, (iii) Promissory Note from Robusto Gardens, LLC, JR/JP Limited Partnership, Fullerton/Cicero Limited Partnership, Remington Road, LLC and JABA Associates Limited Partnership to Bank dated as of June 24, 2014, in the original principal amount of \$1,545,913.62, (iv) Amended and Restated Promissory Note from Phillip H. Resnick to Bank dated as of June 24, 2014, in the original principal amount of \$985,714.32, (v) Amended and Restated Promissory Note from Phillip . Resnick to Bank dated June 24, 2014, in the original principal amount of \$2,101,568.28, (vi) Promissory Note from Remington Road, LLC to Bank dated as of June 24, 2014, in the original principal amount of \$1,297,088.00, (vii) Amended and Restated Mortgage Note-D from Fullerton/Cicero Limited Partnership to Bank dated as of June 24, 2014, in the original principal amount of \$1,244,968.98, and (viii) Amended and Restated Mortgage Note-C from JABA Associates Limited Partnership to Bank dated as of June 24, 2014, in the original principal amount of \$798,595.96.”

6. The following paragraph is hereby added to the end of Section 11 A of the Mortgage:

“An Event of Default shall exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M.”

7. The Mortgage, including such changes, modifications and amendments as herein are contained, is in full force and effect with respect to each and every term and provision thereof and nothing herein contained can in any manner affect the lien of the Mortgage on the Premises. Nothing contained herein shall impair the validity or priority of the Mortgage or the Indebtedness thereunder, or alter, waive, annul, vary or affect any provision, term, condition or covenant therein, except as provided in this First Amendment or affect or impair any rights, powers, privileges, duties or remedies under the Mortgage, it being the intent of the Mortgagor and the Bank that the terms and conditions thereof shall continue in full force and effect except as specifically amended hereby. The Mortgagor hereby ratifies, affirms, adopts and assumes the obligations of such party as set forth in the Mortgage.

8. Except as specifically amended hereby, all defined terms in this First Amendment shall have the meanings provided in the Mortgage.

*[signature page follows]*

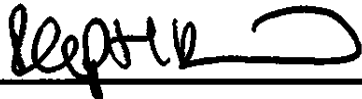
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IN WITNESS WHEREOF, the Mortgagor and the Bank have executed this First Amendment as of the day and year first above written.

**MORTGAGOR:**

**FULLERTON/CICERO LIMITED PARTNERSHIP,  
an Illinois limited partnership**

**By: FULLERTON/CICERO, L.L.C., its General Partner**

By: 

Its: Partner

**BANK:**

**COMERICA BANK**

By: 

Its: Vice President

**Drafted By and When  
Recorded Return to:  
Shawn N. Hopper  
Miller Canfield Paddock and Stone  
150 West Jefferson, Suite 2500  
Detroit, MI 48226**

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STATE OF ILLINOIS     )  
  : ss.  
COUNTY OF DUPAGE    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2015, by PHILLIP RISNICK, Partner of Fullerton/Cicero, L.L.C., an Illinois limited liability company, the General Partner of Fullerton/Cicero Limited Partnership, an Illinois limited partnership, on behalf of said limited partnership.

Given under my hand and official seal, this 25<sup>th</sup> day of February 2015.



Martha Aranda

Notary Public  
COOK County, Illinois  
My Commission Expires: 1/9/2017

STATE OF ILLINOIS     )  
  : ss.  
COUNTY OF DUPAGE    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2015, by JENAL A. ZAK, the Vice President of Comerica Bank, a Texas banking association, on behalf of said bank.

Given under my hand and official seal, this 25<sup>th</sup> day of February, 2015.



Martha Aranda

Notary Public  
COOK County, Illinois  
My Commission Expires: 1/9/2017

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## EXHIBIT A LEGAL DESCRIPTION

**Parcel 1:**

**Lots 6, 7 and 8 in Ube's Resubdivision of Block 12 in S. S. Hayes' Kelvyn Grove Addition to Chicago of the southwest 1/4 of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

**Parcel 2:**

**Lots 3 to 13 inclusive in Block 4 in Edward F. Kennedy's Resubdivision of the East 1/2 of the Southeast 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

**Parcel 3:**

**Lot 1 and 2 in Block 4 in Edward F. Kennedy's Resubdivision of the East 1/2 of the Southeast 1/4 of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

**P.I.N.: 13-27-308-002; 13-27-308-003; 13-27-308-004;  
13-27-407-027; 13-28-407-012; 13-28-407-028;  
13-28-407-036**

**Property Addresses: 2700 Cicero Ave., Chicago  
4748 W. Fullerton, Chicago  
2633 North Cicero Ave., Chicago**