

# UNOFFICIAL COPY

PREPARED BY:  
Kris Lakin

WHEN RECORDED RETURN TO:

Commercial Loan Services  
IN1-0128  
One East Ohio Street  
Indianapolis, IN 46204

RECORD & RETURN TO  
CT LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
48984498-IL31-Cook County



Doc#: 1520939102 Fee: \$46.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/28/2015 02:22 PM Pg: 1 of 5

Property of Cook County Clerk's Office

## Mortgage Amendment



This Mortgage Amendment (the "Amendment") is dated as of July 14, 2015, between Chicago Title Land Trust Company Successor Trustee under Trust No. 122787-01 dated April 4, 1997, whose address is 1015 Chicago Avenue, Evanston, IL 60202 (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, dated January 26, 2012 and recorded on February 10, 2012 as Document No. 1204104002, 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 Evanston, County of Cook, State of Illinois:

### See attached Exhibit A

Commonly known as 1034 Chicago Avenue, Evanston, Illinois 60202;  
Tax Parcel Identification No. 11-19-213-025-0000;

The Mortgagor and Mortgagee desire to amend the Mortgage to secure additional obligations of the Mortgagor to the Mortgagee, and to amend and restate the description of the Liabilities secured by the Mortgage.

1. The Mortgage is hereby amended by amending and restating that certain paragraph of the Mortgage which defines the term "Liabilities" in the Mortgage, including, without limitation, all subparagraphs thereof, in its entirety and by replacing it with the following.

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

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proceedings, regardless of whether 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 July 14, 2015 in the original principal amount of \$4,791,388.78, executed and delivered by RRV Fisher Properties, LLC, an Illinois limited liability company, The Chicago Trust Company, NA, as Successor Trustee under Trust No. 1215 dated December 2, 1997 and Chicago Title Land Trust Company, as Successor Trustee under Trust No. 122787-01 dated April 4, 1997, to the Mortgagee; which Term Note (i) evidences a modification of indebtedness evidenced by that certain Term Note, dated September 26, 2012 in the original principal amount of \$3,675,000.00, executed and delivered by RRV Fisher Properties, LLC, an Illinois limited liability company, The Chicago Trust Company, NA, as Successor Trustee under Trust No. 1215 dated December 2, 1997 and Chicago Title Land Trust Company, as Successor Trustee under Trust No. 122787-01 dated April 4, 1997, as previously amended, modified and/or replaced, and (ii) evidences additional indebtedness in the principal amount of \$1,113,388.78. and
- (2) That certain Line of Credit Note (Floorplan) dated March 16, 2015 in the original principal amount of \$52,400,000.00, executed and delivered by Autobarn Nissan, Inc., Autobarn Motors, LTD., RRV Motor Cars, LLC, Richard Fisher European Motor Cars, LLC and RRV Motor Cars II, LLC, to the Mortgagee; which Line of Credit Note (Floorplan) (i) evidences a modification of indebtedness evidenced by that certain Line of Credit Note (Floorplan), dated August 21, 2014, in the original principal amount of \$41,900,000.00, executed and delivered by Autobarn Motors, LTD., Autobarn Nissan, Inc., RRV Motor Cars, LLC and Richard Fisher European Motor Cars, LLC, as previously amended, modified and/or replaced, and (ii) evidences additional indebtedness in the principal amount of \$10,500,000.00.
- (3) The performance of all of the promises and agreements contained in this Mortgage.

The maximum principal sum secured by this Mortgage shall not exceed On Hundred Fourteen Million Three Hundred Eighty Two Thousand Seven Hundred Seventy Seven and 56/100 Dollars (\$114,382,777.56) 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.

2. Mortgagor hereby MORTGAGES, GRANTS, CONVEYS AND WARRANTS to the Mortgagee all of the Mortgagee's right, title and interest, now owned or hereafter acquired, in the Premises, to secure all of the "Liabilities" (as the definition of that term has been amended by this Mortgage Amendment).
3. 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.
4. 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.
5. **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.
6. **WAIVER OF SPECIAL DAMAGES.** THE MORTGAGOR AND THE BANK WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT EACH PARTY MAY HAVE TO CLAIM OR RECOVER FROM THE OTHER IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

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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.

8. This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

**Mortgagor:**

Chicago Title Land Trust Company Successor Trustee under Trust No. 122787-01 dated April 4, 1997

By: Margaret O'Donnell

**MARGARET O'DONNELL** **ASST. VICE PRESIDENT**  
Printed Name Title

**Mortgagee:**

JPMorgan Chase Bank, N.A.

By: Ramajana Miller

Ramajana Miller, Vice President

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## ACKNOWLEDGMENT OF MORTGAGOR

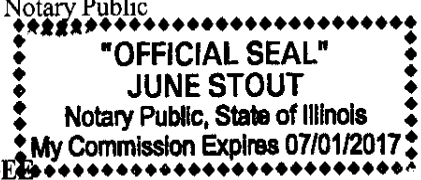
State of IL )  
County of Cook ) ss

I, the undersigned, a Notary Public in and for said County and State, certify that MARGARET O'DONNELL, a ASST. VICE PRESIDENT of Chicago Title Land Trust Company Successor Trustee under Trust No. 122787-01 dated April 4, 1997 of said \_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such ASST. VICE PRESIDENT, 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 ASST. VICE PRESIDENT, for the uses and purposes therein set forth.

Signed: [Signature]

Given under my hand and notarial seal this 14<sup>th</sup> day of July, 20 15

My Commission Expires: 7/1/17, Notary Public



## ACKNOWLEDGMENT OF MORTGAGEE

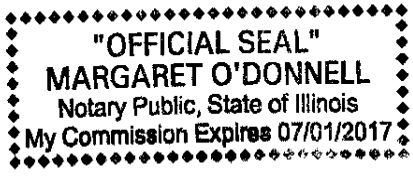
State of IL )  
County of Cook ) ss

I, MARGARET O'DONNELL, a Notary Public in and for said County and State, certify that Ramajana Miller, an 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, 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 company, for the uses and purposes therein set forth.

Signed: [Signature]

Given under my hand and notarial seal this 14<sup>th</sup> day of July, 20 15

My Commission Expires: 7/1/17, Notary Public



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## EXHIBIT A

**PARCEL 4: 1034 CHICAGO AVENUE, EVANSTON, IL 60202**

THAT PART OF LOT 4 LYING EAST OF THE EAST LINE OF THE RIGHT-OF-WAY OF CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD (EXCEPT THE SOUTH 35 1/2 FEET THEREOF) IN J.M. MEYERS AND OTHERS SUBDIVISION OF THAT PART OF LOT 6 LYING WEST OF THE GRAVEL ROAD IN THE ASSESSOR'S DIVISION OF THE NORTHEAST FRACTIONAL QUARTER AND THE EAST 32 RODS OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 5: 1034 CHICAGO AVENUE, EVANSTON, IL 60202**

THAT PART OF LOT 3 EAST AND ADJOINING THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN J.M. MEYERS AND OTHERS SUBDIVISION OF THAT PART OF LOT 6 LYING WEST OF THE GRAVEL ROAD IN THE ASSESSOR'S DIVISION OF THE NORTHEAST FRACTIONAL QUARTER AND THE EAST 32 RODS OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 6: 1034 CHICAGO AVENUE, EVANSTON, IL 60202**

LOT 1 (EXCEPT THE WEST 60.0 FEET THEREOF) OF J.M. MEYERS AND OTHERS ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 7: 1034 CHICAGO AVENUE, EVANSTON, IL 60202**

THE SOUTH 35 1/2 FEET OF THAT PART OF LOT 4 LYING EAST OF CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN J.M. MEYERS AND OTHERS SUBDIVISION OF THAT PART OF LOT 6 LYING WEST OF THE GRAVEL ROAD IN THE ASSESSOR'S DIVISION OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.