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Doc#: 1534346030 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/09/2015 09:00 AM Pg: 1 of 6

Space above for recording information

SECOND AMENDMENT TO MORTGAGE

THIS SECOND AMENDMENT TO MORTGAGE is made and granted as of the 2nd day of December, 2015, by and between **THE GARY D. MCGRATH TRUST NO. 1 UNDER TRUST AGREEMENT DATED 10/23/96**, as amended, whose address is 1411 East Main Street, St. Charles, Illinois 60174 (the "Mortgagor"), and **COMERICA BANK**, a Texas banking association, successor by merger to Comerica Bank, a Michigan banking corporation, whose address is 39200 Six Mile Road, Livonia, Michigan 48152 (the "Bank").

RECITALS

A. Mortgagor granted a Mortgage to the Bank covering the premises described on Exhibit A attached hereto dated as of November 20, 2002, and recorded with the office of the Cook County Recorder on December 10, 2002 as Document No. 0021360111, as amended by the First Amendment to Mortgage dated July 8, 2015, and recorded with the office of the Cook County Recorder on September 15, 2015 as Document No. 152555150 (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 Second Amendment to Mortgage (the "Second Amendment") is and shall be construed and considered as part of the Mortgage.

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

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G. **“Indebtedness”** shall mean all obligations of Mortgagor under this Mortgage and all indebtedness and obligations now and hereafter owing to Bank by Mortgagor, Elgin Auto Mall Lot 1, LLC, an Illinois limited liability company (“Elgin Auto Mall Lot 1”), Elgin Auto Mall Lot 2, LLC, an Illinois limited liability company (“Elgin Auto Mall Lot 2”), 7000 Golf Road, LLC, an Illinois limited liability company (“Golf Road”), Gary D. McGrath, the Gary D. McGrath Trust No. 1 U/A/D October 23, 1996, and MAC Imports, LLC, a Florida limited liability company (“MAC Imports”), including, but not limited to, the indebtedness and obligations evidenced by that certain Construction Loan Agreement between Elgin Auto Mall Lot 2 and Bank dated February 24, 2009, as it may be amended or restated from time to time, and the \$13,300,000 Promissory Note made by Elgin Auto Mall Lot 2 for the benefit of Bank dated May 1, 2010, as it may be amended, restated or replaced from time to time (the “Elgin Auto Mall Lot 2 Note”), indebtedness and obligations evidenced by the Letter Agreement between Elgin Auto Mall Lot 1 and Bank dated October 14, 2010, as it may be amended or restated from time to time, and the \$3,087,120 Amended and Restated Promissory Note made by Elgin Auto Mall Lot 1 for the benefit of the Bank dated June 30, 2011, as it may be amended, restated or replaced from time to time (the “Elgin Auto Mall Lot 1 Note”), indebtedness and obligations evidenced by the Construction Loan Agreement between Golf Road and Bank dated May 20, 2014, as it may be amended or restated from time to time, and the \$19,000,000 Amended and Restated Promissory Note made by Golf Road for the benefit of the Bank dated June 19, 2015, subsequently increased to \$19,800,000, as it may be amended, restated or replaced from time to time (the “Golf Road Note”), and the indebtedness and obligations evidenced by the Letter Agreement between Mortgagor and Bank dated July 8, 2015, as it may be amended or restated from time to time, the \$5,841,310 Installment Note made by MAC Imports for the benefit of the Bank dated December 2, 2015, as it may be amended, restated or replaced from time to time (the “MAC Imports Note”), and the \$2,355,504.93 Installment Note made by Gary D. McGrath, individually and as Trustee of the Gary D. McGrath Trust No. 1 U/A/D October 23, 1996 for the benefit of the Bank dated December 2, 2015, as it may be amended, restated or replaced from time to time (the “McGrath Note”, and collectively with the Elgin Auto Mall Lot 2 Note, the Elgin Auto Mall Lot 1 Note, the Golf Road Note, and the MAC Import Note, the “Notes”), and any other indebtedness and obligations owing to Bank that are evidenced by any instruments, documents and agreements that have been executed by Mortgagor, Elgin Auto Mall Lot 2, Golf Road, Gary D. McGrath, the Gary D. McGrath Trust No. 1 u/a/d October 23, 1996, or MAC Imports, 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 \$50,000,000, 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.

3. Notwithstanding anything to the contrary in the Mortgage, **THE MAXIMUM PRINCIPAL AMOUNT EXCLUDING PROTECTIVE ADVANCES THAT MAY BE**

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SECURED BY THE MORTGAGE IS FIFTY MILLION DOLLARS (\$50,000,000). The Notes bear interest at variable rates determined in accordance with the Notes.

4. 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.

5. 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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[Signature Page to Second Amendment to Mortgage]

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

In the Presence of:

[Signature]
[Signature]

[Signature] *[Signature]*

Gary D. McGrath, Trustee of the Gary D. McGrath Trust No. 1 u/a/d 10/23/96, as amended

Bank:

COMERICA BANK

By: *Michael H. ...*

Its: SVP

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[Notary Page to Second Amendment to Mortgage]

STATE OF ILLINOIS)
 : ss.
COUNTY OF KANE)

The foregoing instrument was acknowledged before me this 2 day of December, 2015, by Gary D. McGrath, as Trustee of The Gary D. McGrath Trust No. 1 u/a/d 10/23/96, as amended, on behalf of said Trust.



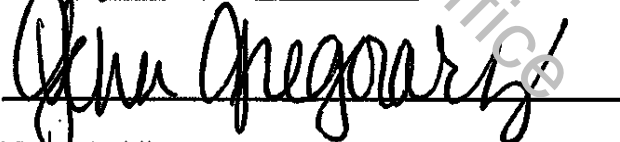
Notary Public
KANE County, Illinois
My Commission Expires: 4/20/19



STATE OF ILLINOIS)
 : ss.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that MICHAEL A. HOIN, the duly authorized Senior Vice President of Comerica Bank, a Texas banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2 day of December, 2015



Notary Public
KANE County, Illinois
My Commission Expires: 4/20/19



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

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EXHIBIT A LEGAL DESCRIPTION

THAT PART OF LOT 5 IN DILG'S SUBDIVISION OF THE NORTH 1/3 OF THE SOUTHEAST 1/4; THE SOUTH 303.6 FEET OF THE NORTH 660.0 FEET OF THE SOUTHWEST 1/4; THE SOUTH 220.0 FEET LYING EAST OF THE CENTER OF NORTH BRANCH ROAD OF THE NORTH 880 FEET OF SAID SOUTHWEST 1/4 AND 458.6 FEET LYING SOUTH AND ADJOINING THE NORTH 660 FEET OF SAID SOUTHWEST 1/4 AND LYING BETWEEN THE CENTER OF NORTH BRANCH ROAD AND WEST OF OLD TELEGRAPH ROAD IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 329 FEET OF SAID LOT 5, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 IN DEMICHELES AND DIMATTEO'S SUBDIVISION; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST, ALONG SAID SOUTH LINE LOT 5, FOR 288.54 FEET TO THE EAST RIGHT OF WAY LINE OF WAUKEGAN ROAD (ILLINOIS STATE ROUTE NO. 43); THENCE NORTH 01 DEGREE 17 MINUTES 08 SECONDS WEST, ALONG LAST SAID EAST RIGHT OF WAY LINE OF WAUKEGAN ROAD, FOR 528.25 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF GOLF VIEW GARDENS SUBDIVISION; THENCE SOUTH 89 DEGREES 53 MINUTES 28 SECONDS EAST, ALONG LAST SAID SOUTH LINE, FOR 270.74 FEET TO THE WEST RIGHT OF WAY LINE OF NEW ENGLAND AVENUE; THENCE SOUTH 16 DEGREES 38 MINUTES 57 SECONDS EAST, ALONG LAST SAID WEST RIGHT OF WAY LINE FOR 41.77 FEET TO A BEND; THENCE SOUTH 01 DEGREE 32 MINUTES 50 SECONDS EAST, ALONG LAST SAID WEST RIGHT OF WAY LINE, FOR 347.90 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF DAVIS STREET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, FOR 4.50 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 5 IN DEMICHELES AND DIMATTEO'S SUBDIVISION; THENCE SOUTH 01 DEGREE 32 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF LOT 1, BLOCK 5 IN DEMICHELES AND DIMATTEO'S SUBDIVISION, FOR 140.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.4371 ACRES, MORE OR LESS.

Commonly Known As: 9105 Waukegan, Glenview, Illinois

Tax Identification Nos.: 10-18-310-015
10-18-310-030
10-18-310-031