

# UNOFFICIAL COPY

PREPARED BY:  
Jennifer Compton  
IN1-4002  
7610 W. Washington Street  
Indianapolis, IN 46231



Doc#: 1623122075 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/18/2016 11:27 AM Pg: 1 of 5

WHEN RECORDED RETURN TO:

RECORD & RETURN TO 13473  
CT LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
54941031-IL31 Cook County



## Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of June 16, 2016, between Robert V. Rohrman, whose address is 444 Lourdes Lane, Lafayette, IN 47909 (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose address is 201 N. Central Ave., Floor 26, Phoenix, AZ 85004-0073, and its successors and assigns (the "Mortgagee").

The Mortgagor has previously executed and delivered to the Mortgagee a Mortgage Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement, dated November 22, 2004 and recorded on January 26, 2005 as Document No.0502633150, 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 Arlington Heights, 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 1400-1500 Dundee Road, Arlington Heights, Illinois 60004,

Tax Parcel Identification No. 03-06-302-016-0000.

The Mortgage secures indebtedness, including, without limitation, (i) the extension of credit evidenced by a Line of Credit Note (Floorplan) dated May 15, 2015, payable by Rohr-Tippe Motors, Inc., Five Star Motors of Lafayette, Inc., Rohr-Ette Motors, Inc., Bob Rohrman Motors, Inc., Rohr-Alco Motors, Inc., Mid-States Motors, Inc., Fort-Rohr Motors, Inc., Rohr-Indy Motors, Inc., Rohr-Mits Motors, Inc., Robert V. Rohrman, Inc., Rohr-Lex Motors, Inc., Rohr-Mont Motors, Inc., Rohr-Grove Motors, Inc., Rohr-Gurnee Motors, Inc., Rohrman Midwest Motors, Inc., Rohr-Burg Motors, Inc., Rohr-Valpo Motors, Inc., Rohr-Schaumburg-Motors, Inc., RVR Motors Inc. and Rohr-Kenosha Motors Inc. (collectively, the "Corporate Borrowers") to the Mortgagee, in the principal sum of One Hundred Seventy Eight Million Five Hundred Thousand and 00/100 Dollars (\$178,500,000.00), which was a replacement and renewal for a Line of Credit Note (Floorplan) dated May 20, 2014 payable by Rohr-Tippe Motors, Inc. Five Star Motors of Lafayette, Inc., Rohr-Ette Motors, Inc., Bob Rohrman Motors, Inc., Rohr-Alco Motors, Inc., Mid-States Motors, Inc., Fort-Rohr Motors, Inc., Rohr-Indy Motors, Inc., Rohr-Mits Motors, Inc., Robert V. Rohrman, Inc., Rohr-Ville Motors, Inc., Rohr-Lex Motors, Inc., Rohr-Mont Motors, Inc., Rohr-Grove Motors, Inc., Rohr-Gurnee Motors, Inc., Rohrman Midwest Motors, Inc., Rohr-Alpha, Inc., Rohr-Burg Motors, Inc., Rohr-Valpo Motors, Inc., Rohr-Schaumburg-Motors, Inc., and Rohr-Law Motors Inc. to the Mortgagee, in the principal sum of One Hundred Sixty Eight Million Five Hundred Thousand and 00/100 Dollars (\$168,500,000.00) (the "Prior Floorplan

Handwritten notes and signatures: S, F, S, S, N, M, N, S, Y, INT, W

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Facility Note") which was a replacement and renewal for a Line of Credit Note (Floorplan) dated May 31, 2010 payable by Rohr-Tippe Motors, Inc. Five Star Motors of Lafayette, Inc., Rohr-Ette Motors, Inc., Bob Rohrman Motors, Inc., Rohr-Alco Motors, Inc., Mid-States Motors, Inc., Fort-Rohr Motors, Inc., Rohr-Indy Motors, Inc., Rohr-Mits Motors, Inc., Rohrman, Inc., Rohr-Ville Motors, Inc., Rohr-Lex Motors, Inc., Rohr-Mont Motors, Inc., Rohr-Grove Motors, Inc., Rohr-Gurnee Motors, Inc., Rohrman Midwest Motors, Inc., Rohr-Alpha, Inc., Rohr-Burg Motors, Inc., Rohr-Valpo Motors, Inc., Rohr-Schaumburg-Motors, Inc., and Rohr-Law Motors Inc. to the Mortgagee, in the principal sum of One Hundred Sixty Five Million and 00/100 Dollars (\$165,000,000.00) and (ii) a Line of Credit Note dated April 25, 2015 payable by Robert V. Rohrman to the Mortgagee, in the principal sum of Fifty Two Million Five Hundred Thousand and 00/100 Dollars (\$52,500,000.00) (the "Prior Rohrman Facility Note") which was a replacement and renewal for a Line of Credit Note dated May 20, 2014 payable by Robert V. Rohrman to the Mortgagee, in the principal sum of Fifty Five Million and 00/100 Dollars (\$55,000,000.00), which was a replacement and renewal for a Line of Credit Note dated May 9, 2013 payable by Robert V. Rohrman to the Mortgagee, in the principal sum of Fifty Seven Million Five Hundred Thousand and 00/100 Dollars (\$57,500,000.00), which was a replacement and renewal for a Line of Credit Note dated June 22, 2012 payable by Robert V. Rohrman to the Mortgagee, in the principal sum of Sixty Million and 00/100 Dollars (\$60,000,000.00), which was a replacement and renewal for a Line of Credit Note dated May 31, 2011 payable by Robert V. Rohrman to the Mortgagee, in the principal sum of Sixty Six Million and 00/100 Dollars (\$66,000,000.00).

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

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 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" (hereinafter defined) 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 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 hereinafter incurred by the Borrower to the Mortgagee. The term "Liabilities" includes, without limitation, the following:

**A.** That certain Floorplan Line of Credit evidenced by a Line of Credit Note (Floorplan) dated April 24, 2015, payable by Rohr-Tippe Motors, Inc., an Indiana corporation, Five Star Motors of Lafayette, Inc., an Indiana corporation, Rohr-Ette Motors, Inc., an Indiana corporation, Bob Rohrman Motors, Inc., an Indiana corporation, Rohr-Alco Motors, Inc., an Indiana corporation, Mid-States Motors, Inc., an Indiana corporation, Fort-Rohr Motors, Inc., an Indiana corporation, Rohr-Indy Motors, Inc., an Indiana corporation, Rohr-Mits Motors, Inc., an Illinois corporation, Robert V. Rohrman, Inc., an Illinois corporation, Rohr-Lex Motors, Inc., an Illinois corporation, Rohr-Mont Motors, Inc., an Illinois corporation, Rohr-Grove Motors, Inc., an Illinois corporation, Rohr-Gurnee Motors, Inc., an Illinois corporation, Rohrman Midwest Motors, Inc., an Illinois corporation, Rohr-Burg Motors, Inc., an Illinois corporation, Rohr-Valpo Motors, Inc., an Indiana corporation, Rohr-Schaumburg-Motors, Inc., an Illinois corporation, RVR Motors Inc., an Illinois corporation and Rohr-Kenosha Motors Inc., an Illinois corporation to the Mortgagee, in the principal sum of One Hundred Seventy Eight Million Five Hundred Thousand and 00/100 Dollars (\$178,500,000.00), including all extensions and renewals (the "Floorplan Facility Note"), which replaced the Prior Floorplan Facility Note referenced above.

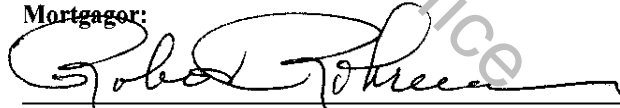
**B.** That certain Term Note dated June 16, 2016, payable by Robert V. Rohrman to the Mortgagee, in the principal sum of Fifty Million and 00/100 Dollars (\$50,000,000.00), including all extensions and renewals (the "New Rohrman Facility Note"), which replaced the Prior Rohrman Facility Note referenced above.

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C. The performance of all of the promises and agreements contained in this Mortgage.

2. The Mortgage secures the Floorplan Facility Note and the New Rohrman Facility Note; therefore, the maximum principal sum of the Liabilities shall not exceed Four Hundred Fifty Seven Million and 00/100 Dollars (\$457,000,000.00).
3. 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).
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
8. **JURY WAIVER.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, 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:**

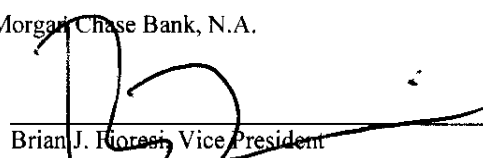


Robert V. Rohrman

**Mortgagee:**

JPMorgan Chase Bank, N.A.

By:



Brian J. Horech, Vice President

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## ACKNOWLEDGMENT OF MORTGAGOR

State of Illinois )  
County of Lake ) ss

I, Geneva Garza, a Notary Public in and for said County and State, certify that Robert V. Rohman, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes herein set forth.

WITNESS my hand and Notarial seal the 29 day of June, 2016.

Signature: [Handwritten Signature]  
Printed: Geneva Garza  
Notary Public

My Commission Expires:  
My County of Residence:



## ACKNOWLEDGMENT OF MORTGAGEE

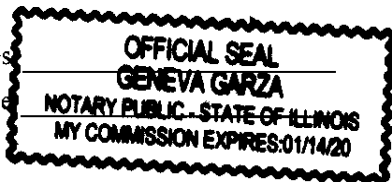
State of Illinois )  
County of Lake ) ss

Before me, a Notary Public in and for the above County and State, personally appeared Brian Fiorese the VP of JPMorgan Chase Bank, N.A., who as such VP acknowledged the execution of the foregoing instrument for and on behalf of said JPMorgan Chase Bank, N.A.

WITNESS my hand and Notarial seal the 29 day of June, 2016.

Signature: [Handwritten Signature]  
Printed: Geneva Garza  
Notary Public

My Commission Expires:  
My County of Residence:



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## EXHIBIT "A"

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 1 IN HONEYWELL'S FIRST SUBDIVISION OF THE SOUTH 1/2 OF GOVERNMENT LOTS 1 AND 2 (TAKEN AS A TRACT) OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 1), DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 278.25 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST ALONG A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO A POINT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM:

THAT PART OF LOT 1 IN HONEYWELL'S FIRST SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF GOVERNMENT LOTS 1 AND 2 (TAKEN AS A TRACT) OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1988 AS DOCUMENT 88320560, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 278.25 FEET TO A POINT; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 719.93 FEET TO A POINT; THENCE NORTH 44 DEGREES, 12 MINUTES, 25 SECONDS EAST, A DISTANCE OF 41.47 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 46 MINUTES, 00 SECOND EAST, A DISTANCE OF 518.35 FEET TO A POINT; THENCE SOUTH 39 DEGREES, 03 MINUTES, 35 SECONDS EAST, A DISTANCE OF 36.77 TO A POINT IN THE EASTERLY LINE OF SAID LOT 1, SAID EASTERLY LINE BEING A CURVED LINE NON TANGENT; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 1, (SAID EASTERLY LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF KENNICOTT AVENUE 80.00 FEET IN WIDTH), BEING THE ARC OF A CIRCLE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 310.00 FEET, A CHORD BEARING OF SOUTH 29 DEGREES, 18 MINUTES, 16 SECONDS WEST, A CHORD LENGTH OF 262.76 FEET, A DISTANCE OF 271.34 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 1, BEING THE ARC OF A CIRCLE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 390.00 FEET, A DISTANCE OF 358.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREE, 14 MINUTES, 00 SECOND WEST, CONTINUING ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 174.41 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM:

THAT PART OF LOT 1 IN HONEYWELL'S FIRST SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF GOVERNMENT LOTS 1 AND 2 (TAKEN AS A TRACT) OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1988 AS DOCUMENT 88320560, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES, 50 MINUTES, 39 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 597.32 FEET TO A POINT; THENCE SOUTH 00 DEGREE, 03 MINUTES, 06 SECONDS WEST, A DISTANCE OF 454.46 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 46 MINUTES, 00 SECOND EAST, A DISTANCE OF 595.87 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1; THENCE NORTH 00 DEGREE, 14 MINUTES, 00 SECOND EAST ALONG THE EASTERLY LINE OF SAID LOT 1, BEING THE WESTERLY RIGHT OF WAY LINE OF KENNICOTT AVENUE, 80.00 FEET IN WIDTH, A DISTANCE OF 458.52 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.