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Doc#: 1721408029 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/02/2017 09:03 AM Pg: 1 of 7

Space above for recording information

THIRD AMENDMENT TO MORTGAGE

THIS THIRD AMENDMENT TO MORTGAGE is made and executed July 25, 2017, by and between **CHICAGO TITLE LAND TRUST COMPANY**, an Illinois corporation, successor to Amalgamated Bank of Chicago, successor to Amalgamated Trust & Savings Bank, not personally, but as Trustee under Trust Agreement dated April 15, 1979, and known as Trust No. 3861 (the "Trust"), whose address is 10 South LaSalle Street, Suite 2750, Chicago, Illinois 60603, **JR/PR LIMITED PARTNERSHIP**, an Illinois limited partnership, being beneficiary of the Trust (the "Beneficiary"), whose address is 350 Golf Road, Schaumburg, Illinois 60173 (the Trust and the Beneficiary are collectively called 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. 0011096019, as amended by the First Amendment to Mortgage dated November 2, 2015 and recorded with the office of the Cook County Recorder on November 16, 2015, as Document No. 1532010019, and by the Second Amendment to Mortgage dated November 2, 2015 and recorded with the office of the Cook County Recorder on November 16, 2015 as Document No. 1532010020 (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:

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

2. 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 Beneficiary, 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, Fullerton/Cicero 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, modifications and replacements, including, without limitation, the 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 H. Resnick to Bank dated June 24, 2014, in the original principal amount of \$2,161,568.28, (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, (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, (ix) Amended and Restated Installment Note from JR/PR Limited Partnership, Robusto Gardens, LLC, Remington Road, LLC, Jaba Associates Limited Partnership, Fullerton/Cicero Limited Partnership and Internal Combustion, LLC to Bank dated as of July 25, 2017 in the original principal amount of \$9,562,290.45, and (x) Amended and Restated Installment Note from JR/PR Limited Partnership, Robusto Gardens, LLC, Remington Road, LLC, Jaba Associates Limited Partnership, Fullerton/Cicero Limited Partnership and Internal Combustion, LLC to Bank dated as of July 25, 2017 in the original principal amount of \$4,437,709.55."

3. The following Section 32 is hereby added to the Mortgage immediately following Section 31:

32. Revolving Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Notes and the other Documents, but also future advances, whether such advances are obligatory or to be made at the option of the Bank, 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 advance made at the time of

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execution of this Mortgage and although there may be no Indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Indebtedness including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Premises is located. This Mortgage secures, among other Indebtedness, a "revolving credit" arrangement within the meaning of 815 ILCS 205/4.1 and 205 ILCS 5/5d. The total amount of Indebtedness may increase or decrease from time to time, as provided in the Notes, and any disbursements which the Bank may make under this Mortgage, the Notes, or any other document with respect hereto (e.g., for payment of taxes, insurance premiums or other advances to protect the Bank's liens and security interests, as permitted hereby) shall be additional Indebtedness secured hereby. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely Taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby."

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 Third 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 Third Amendment shall have the meanings provided in the Mortgage.

[Signature Pages Follow]

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[Signature Page to Third Amendment to Mortgage (875 W. Golf Road, Schaumburg, IL)]

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

MORTGAGOR:

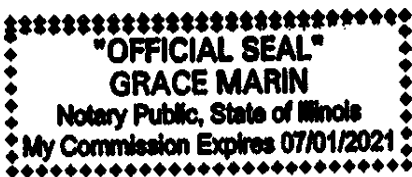
CHICAGO TITLE LAND TRUST COMPANY
an Illinois corporation
Not personally, but as Trustee under Trust
Agreement dated April 15, 1979
Known as Trust Number 3861

By: Bridget Thometz
Its: Assistant Vice President

STATE OF ILLINOIS)
 : ss.
COUNTY OF Illinois)

The foregoing instrument was acknowledged before me this 31st day of July, 2017, by Bridget Thometz, Assistant Vice President of Chicago Title Land Trust Company, an Illinois corporation, not personally, but as Trustee under Trust Agreement dated April 15, 1979, and Known as Trust No. 3861, on behalf of said corporation.

Given under my hand and official seal, this 31st day of July, 2017.



Grace Marin
Notary Public
Cook County, Illinois
My Commission Expires: _____

[Signature Pages Continue]

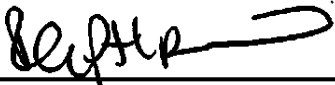
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[Signature Page to Third Amendment to Mortgage (875 W. Golf Road, Schaumburg, IL)]

MORTGAGOR:

JR/PR LIMITED PARTNERSHIP,
an Illinois limited partnership

By: JR/PR Corp.
Its: General Partner

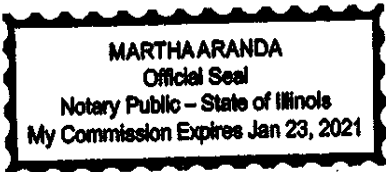
By: 
Phillip H. Resnick
Its: President

STATE OF ILLINOIS)
)
): ss.
COUNTY OF DuPage)

The foregoing instrument was acknowledged before me this 25th day of July, 2017, by Phillip H. Resnick, the President of JR/PR Corp., an Illinois corporation, the General Partner of JR/PR Limited Partnership, an Illinois limited partnership, on behalf of said limited partnership.

Given under my hand and official seal, this 25th day of July, 2017.





Notary Public
DuPage County, Illinois
My Commission Expires: Jan. 23, 2021

[Signature Pages Continue]

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[Signature Page to Third Amendment to Mortgage (875 W. Golf Road, Schaumburg, IL)]

BANK:

COMERICA BANK

By: Jenal A. Zak
 Jenal A. Zak
 Its: Vice President

STATE OF ILLINOIS)
) : ss.
 COUNTY OF DuPage)

The foregoing instrument was acknowledged before me this 25th day of July, 2017, by Jenal A. Zak, a Vice President of Comerica Bank, a Texas banking association, on behalf of said bank.

Given under my hand and official seal, this 25th day of July, 2017.



Martha Aranda

 Notary Public
DuPage County, Illinois
 My Commission Expires: Jan 23, 2021

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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EXHIBIT A
LEGAL DESCRIPTION

Lot 1 in Plat of Consolidation Toyota Schaumburg, being a resubdivision of part of the East 1/2 of the Northwest 1/4 of Section 16, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded as Document 151801308%.

P.I.N.: 07-16-101-009
07-16-101-028
07-16-101-031

Property Address: 875 Golf Road, Schaumburg, IL