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Doc# 1831204024 Fee \$48.00

PREPARED BY:

Sharon Gibson  
IN1-4002  
7610 West Washington Street  
Indianapolis, IN 46231-1335

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/08/2018 10:12 AM PG: 1 OF 6

WHEN RECORDED RETURN TO:

Dealer Commercial Services  
IN1-4002  
7610 West Washington Street  
Indianapolis, IN 46231-1335

**CHASE** 

SA2275131 PL

**Mortgage Amendment**

This Mortgage Amendment (the "Amendment") is dated as of August 24, 2018, between CLH Investment Company, L.L.C., an Illinois limited liability company, whose address is 460 Fort Hill Drive, Naperville, IL 60540 (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, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated August 29, 2003 and recorded on October 1, 2003 as Document No.0327442100, 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 Countryside, 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 5800 S. LaGrange Road, Countryside, Illinois 60525,  
Tax Parcel Identification No. 18-16-112-001-0000, 18-16-112-002-0000, 18-16-112-006-0000, 18-16-112-007-0000,  
18-16-112-010-0000 and 18-16-112-012-0000; and

5846 S. LaGrange Road, Countryside, Illinois 60525  
Tax Parcel Identification No. 18-16-112-009-0000 and 18-16-112-011-000.

Box 400

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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, 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 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 Line of Credit Note dated May 24, 2017 in the original principal amount of Seventeen Million and 00/100 Dollars (\$17,000,000.00), executed and delivered by Continental Autos, Inc. and 5800 Countryside, LLC to the Mortgagee; and
  - (2) That certain Term Note dated August 24, 2018 in the original principal amount of Two Million Three Hundred Eighty-Eight Thousand Four Hundred Seventy-Three and 90/100 Dollars (\$2,388,473.90), executed and delivered by CLH Investment Company, L.L.C. to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated November 13, 2017 in the original principal amount of Two Million Four Hundred Ninety-Nine Thousand Five Hundred Sixty-Five and 66/100 Dollars (\$2,499,565.66), executed and delivered by CLH Investment Company, L.L.C. to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated May 24, 2017 in the original principal amount of Two Million Five Hundred Eighty-Two Thousand Eight Hundred Eighty-Four and 48/100 Dollars (\$2,582,884.48), executed and delivered by CLH Investment Company, L.L.C. to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated October 25, 2012 in the original principal amount of Three Million Three Hundred Thirty-Two Thousand Seven Hundred Fifty-Three and 86/100 Dollars (\$3,332,753.86), executed and delivered by CLH Investment Company, L.L.C. to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated August 14, 2008 in the original principal amount of One Million Eight Hundred Ninety-Seven Thousand Three Hundred Twenty-Five and 86/100 Dollars (\$1,897,325.86), executed and delivered by CLH Investment Company, L.L.C. to the Mortgagee, which Term Note evidences a modification of indebtedness evidenced by that certain Term Note, dated August 29, 2003 in the original principal amount of Two Million Eight Hundred Seventy-Five Thousand and 00/100 Dollars (\$2,875,000.00), executed and delivered by CLH Investment Company, L.L.C. to the Mortgagee; and
  - (3) The performance of all of the promises and agreements contained in this Mortgage.
2. The maximum principal sum of the Liabilities shall not exceed Thirty Eight Million Seven Hundred Seventy-Six Thousand Nine Hundred Forty-Seven and 80/100 Dollars (\$38,776,947.80).
  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

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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 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 CONSEQUENTIAL DAMAGES.

**7. 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:**

CLH Investment Company, L.L.C., an Illinois limited liability company

By: 

Cheryl W. Nelson

Manager

**Mortgagee:**

JPMorgan Chase Bank, N.A.

By: 

Norma Barhoumeh

Vice President

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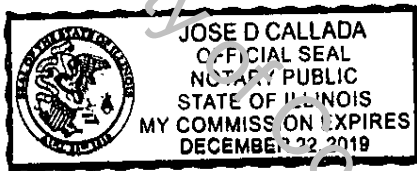
## ACKNOWLEDGMENT OF MORTGAGOR

State of IL

County of Cook ) ss

I, Jose D Callada, a Notary Public in and for said County and State,  
 certify that Cheryl Nelson, a Member of CLH Investment  
Co. a(n) LLC and \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons  
 whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_  
 \_\_\_\_\_, respectively, 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 \_\_\_\_\_  
 \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11<sup>th</sup> day of September, 20 18



My Commission expires: 12-22-19

Jose D Callada  
 Notary Public

## ACKNOWLEDGMENT OF MORTGAGEE

State of ILLINOIS

County of COOK ) ss

I, DAVID TAYLOR, a Notary Public in and for said County and State,  
 certify that NORMA BARHOUMEN, a VICE PRESIDENT of JPMORGAN  
CHASE BANK a(n) NA and \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_ of said \_\_\_\_\_, personally known to me to be the persons  
 whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_  
 \_\_\_\_\_, respectively, 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 \_\_\_\_\_  
 \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13TH day of SEPTEMBER, 20 18



My Commission expires: 02.17.2021

David S Taylor  
 Notary Public

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## Exhibit "A"

PARCEL 1: LOTS 1 AND 2 IN LAGRANGE GARDENS HOME, BEING A SUBDIVISION OF THAT PART OF THE EAST 1337.0 FEET OF THE NORTHWEST 1/4 LYING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE EAST 180 FEET OF THE NORTHWEST 1/4 LYING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTH 325.26 FEET THEREOF) OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE NORTH 88 FEET OF LOT 3 IN LA GRANGE GARDENS HOME, BEING A SUBDIVISION OF THAT PART OF THE EAST 1337.0 FEET OF THE NORTHWEST 1/4 LYING WEST OF THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 570.52 FEET OF THE EAST 180 FEET THEREOF); ALSO

THE NORTH 88 FEET OF THE SOUTH 325.26 FEET OF THE EAST 180.0 FEET OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 5800 S. LaGrange Road, Countryside, Illinois 60525.

Tax Parcel Identification No. 18-16-112-001-0000, 18-16-112-002-0000, 18-16-112-006-0000, 18-16-112-007-0000, 18-16-112-010-0000 and 18-16-112-012-0000.

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Exhibit "A" continued

LOT 3 (EXCEPT THE NORTH 88 FEET THEREOF) AND ALL OF LOT 4 IN LA GRANGE GARDEN HOMES, BEING A SUBDIVISION OF THAT PART OF THE EAST 1337.0 FEET OF THE NORTHWEST 1/4 LYING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 570.52 FEET OF THE EAST 180 FEET THEREOF); ALSO THE NORTH 285.26 FEET OF THE SOUTH 325.26 FEET OF THE EAST 180.0 FEET OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THE NORTH 88 FEET THEREOF)

Commonly known as 5846 S. LaGrange Road, Countryside, Illinois 60525,  
Tax Parcel Identification No. 18-16-112-009-0000 and 18-16-112-011-000.