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2032617169

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EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/23/2020 02:57 PM PG: 1 OF 5

Kendra Kehl
IN1-4002
7610 West Washington Street
Indianapolis, IN 46231-1335

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Mortgage Amendment

This Mortgage Amendment (the "Amendment") is dated as of May 29, 2020, between Robert V. Rohman, 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 23, Phocnix, 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 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.

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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), including all renewals, extensions, increases, restatements, replacements, rearrangements, modifications, refinancings, consolidations and substitutions of any such document and (ii) a Term Note dated August 20, 2018 payable by Robert V. Rohrman payable to the Mortgagee in the principal sum of Forty-Five Million and 00/100 Dollars (\$45,000,000.00) (the "Prior Rohrman Facility Note"), including all renewals, extensions, increases, restatements, replacements, rearrangements, modifications, refinancings, consolidations and substitutions of any such document.

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" (identified in this paragraph below) 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:

A. That certain Floorplan Line of Credit evidenced by a Line of Credit Note (Floorplan) dated November 1, 2019 payable by Rohr-Tippe Motors, 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., 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-Schaumburg-Motors, Inc., RVR Motors Inc. and Rohr-Kenosha Motors Inc., to the Mortgagee, in the principal sum of One Hundred Forty Eight Million Five Hundred Thousand and 00/100 Dollars (\$148,500,000.00), including all extensions and renewals (the "Floorplan Facility Note"), which replaced the Prior Floorplan Facility Note referenced above.

B. That certain Term Note dated May 29, 2020, payable from Robert V. Rohrman to the Mortgagee in the principal sum of Forty Million and 00/100 Dollars (\$40,000,000.00), including all extensions and renewals (the "New Rohrman Facility Note"), which replaced the Prior Rohrman Facility Note referenced above.

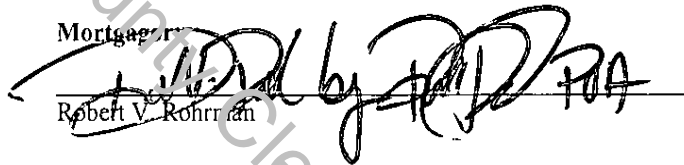
C. The performance of all of the promises and agreements contained in this Mortgage.

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 Three Hundred Seventy Seven Million and 00/100 Dollars (\$377,000,000.00).
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.

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- 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 and (unless stated otherwise therein) all Related Documents 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.** WITH RESPECT TO THIS AGREEMENT AND ALL RELATED DOCUMENTS, 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.
- 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:

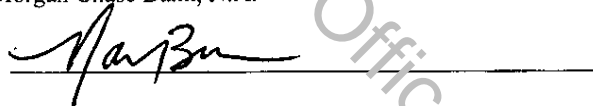


Robert V. Rohman

Mortgagee:

JPMorgan Chase Bank, N.A.

By:



Norma Barhoumeh
Printed Name

Vice President
Title

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ACKNOWLEDGMENT OF MORTGAGOR

State of ILLINOIS)
County of McHENRY) ss

I, Christina M. Antonetti, a Notary Public in and for said County and State, certify that Robert V. Rohman by Ryan 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.

Given under my hand and notarial seal this 23 day of June, 2020



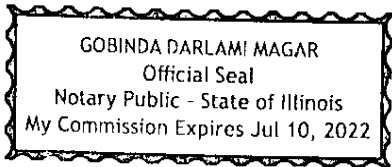
My Commission expires: 9/30/2023
Christina M. Antonetti
Notary Public

ACKNOWLEDGMENT OF MORTGAGEE

State of Illinois)
County of Cook) ss

I, Gobinda Darlami Magar, a Notary Public in and for said County and State, certify that Norma Barkoumen a VP of JP Morgan Chase a(n) National Association and Vice President of said National Association, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Vice President and National Association, 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 National Association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of June, 2020



My Commission expires: Jul 10, 2022
Gobinda Darlami Magar
Notary Public

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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 NONTANGENT; 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 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 368.56 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.