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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/04/2022 09:23 AM PG: 1 OF 5



## Mortgage Amendment



This Mortgage Amendment (the "Amendment") is dated as of December 21, 2021, between 919 West Higgins LLC, whose address is 110 West Golf Road, Schaumburg, IL 60195 (the "Mortgagor"), and JPMorgan Chase Bank, N.A., whose address is 150 W. University Dr., Bldg G, Fl 4, Tempe, AZ 85281, 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 May 27, 2014 and recorded on June 4, 2014 as Document No. 1415522018, 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 Schaumburg, 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 855 W. Higgins Road, Schaumburg, Illinois 60195,  
Tax Parcel Identification No. 07-09-301-022-0000.

The Mortgage secures the Liabilities (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a(n) Term Note, dated December 21, 2021, payable by 919 West Higgins LLC to the Mortgagee, in the original principal sum of Three Million Eighty-Five Thousand Six Hundred Thirty-Nine and 56/100 Dollars (\$3,085,639.56) and a(n) Line of Credit Note (Floorplan), dated August 27, 2021, payable by Napleton Schaumburg Motors, Inc., Napleton's Schaumburg Pontiac-GMC, Inc., Napleton's Schaumburg Subaru, Inc., Northwestern Chrysler-Plymouth Sales, Inc., Roto Sales Inc., Napleton's Countryside Motors, Inc., Napleton's Palatine Motors Holding, Inc. and Castle Motor Sales, Inc. to the Mortgagee, in the original principal sum of Fifty Three Million and 00/100 Dollars (\$53,00,000.00) (collectively, the "Original Extension of Credit").

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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 amended to also secure the repayment of an additional extension of credit evidenced by a(n) Term Note, dated December 21, 2021, payable from 919 West Higgins LLC to the Mortgagee in the original principal sum of Three Million Eighty-Five Thousand Six Hundred Thirty-Nine and 56/100 Dollars (\$3,085,639.56), including all extensions and renewals (the "New Extension of Credit").
2. The Mortgage continues to secure the Original Extension of Credit and shall also secure the New Extension of Credit; therefore, the maximum principal sum of the Liabilities shall not exceed Fifty-Six Million Eighty-Five Thousand Six Hundred Thirty-Nine and 56/100 Dollars (\$56,085,639.56).
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 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.
6. **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.
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:**

919 West Higgins LLC

By: 

Stephen Napleton  
Printed Name

Member  
Title

**Mortgagee:**

JPMorgan Chase Bank, N.A.

By: 

Brian J. Zandstra  
Printed Name

Executive Director  
Title

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## ACKNOWLEDGMENT OF MORTGAGOR

State of IL )  
County of Cook ) ss

This instrument was acknowledged before me on January, 13<sup>th</sup>, 2022 by Stephen R. Nadolas member of 919 West Higgins LLC.



Notary Public, State of Illinois  
[SEAL]



My Commission Expires


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## ACKNOWLEDGMENT OF MORTGAGEE

State of Ill )  
County of Cook ) ss

This instrument was acknowledged before me on January 13<sup>th</sup>, 13<sup>th</sup> 2022 by Brian Zandstra as Executive Director of JPMorgan Chase Bank.

  
\_\_\_\_\_  
Notary Public, State of Illinois  
[SEAL]

My Commission expires: 

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## Exhibit A

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

THAT PART OF LOT 2 IN T. AND C. COMMERCIAL UNIT NUMBER 3, BEING A RESUBDIVISION OF LOT 2 IN T. AND C. COMMERCIAL, UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID LOT 2, SOUTH 3 DEGREES 00 MINUTES 15 SECONDS EAST, A DISTANCE OF 243.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 2, SOUTH 86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 164.76 FEET; THENCE NORTHWARD ALONG A LINE BEING PARALLEL WITH THE WEST LINE OF SAID LOT 2, NORTH 00 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 299.78 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2, BEING THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE EASTWARD ALONG THE SAID NORTHERLY LINE, SOUTH 71 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 155.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PIN: 07-09-301-022-0000

Address: 855 W. Higgins Rd., Schaumburg, IL, 60195