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PREPARED BY:
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IN1-4002
7610 West Washington Street
Indianapolis, IN 46231-1335



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KAREN A. YARBROUGH

COOK COUNTY CLERK

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Mortgage Amendment



REF225347642A

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 12, 2014 as Document No. 1416317016, 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 911-919 W. Higgins Road, Schaumburg, Illinois 60195,
Tax Parcel Identification No. 07-09-301-023-0000.

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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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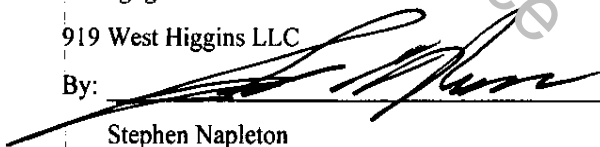
Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

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: _____



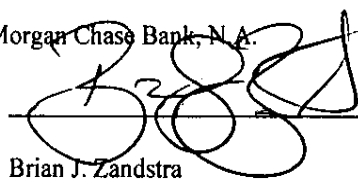
Stephen Napleton
Printed Name

Member
Title

Mortgagee:

JPMorgan Chase Bank, N.A.

By: _____



Brian J. Zandstra
Printed Name

Executive Director
Title

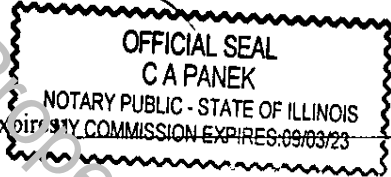
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ACKNOWLEDGMENT OF MORTGAGOR

State of IL)
County of Cook) ss

This instrument was acknowledged before me on January 13th, 2022 by Stephen R. Nyperek as Member of 919 West Higgins LLC


Notary Public, State of Illinois
[SEAL]



My Commission expires 09/03/23

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RECORDING DIVISION
115 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
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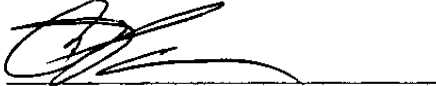
COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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ACKNOWLEDGMENT OF MORTGAGEE

State of ILL
County of Cook) ss

This instrument was acknowledged before me on January 13th 2022 by Brien Zandstra as Executive Director of J.P. Morgan Chase Bank.


Notary Public, State of Illinois
[SEAL]

My Commission expires: 
OFFICIAL SEAL
C A PANEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/03/23

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 113
CHICAGO, IL 60610-2213

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Exhibit "A"

PARCEL 1:

LOT 2 IN T AND C COMMERCIAL UNIT NO. 3, BEING A RESUBDIVISION OF LOT 2 IN T AND C COMMERCIAL UNIT NO. 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 COOK COUNTY, ILLINOIS, EXCEPTING THAT PART THEREOF 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 243.22 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 45 SECONDS EAST, A DISTANCE OF 155.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS RESERVED IN DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NUMBER 3101, TO AMERICAN MOTORS SALES CORPORATION DATED AUGUST 18, 1972 AND RECORDED AUGUST 25, 1972 AS DOCUMENT NO. 22028696 OVER THE FOLLOWING DESCRIBED AREA, TO WIT:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 210 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, A DISTANCE OF 125.00 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 100 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE AND ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 25.00 FEET; THENCE WESTWARD ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 57 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, A DISTANCE OF 87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD, A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Exhibit "A" continued

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PLACEMENT, INSTALLATION, CONSTRUCTION AND OPERATION OF A SIGN AS RESERVED IN DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1984 AND KNOWN AS TRUST NUMBER 31018, TO AMERICAN MOTORS SALES CORPORATION DATED AUGUST 18, 1972 AND RECORDED AUGUST 25, 1972 AS DOCUMENT NO. 22028698 OVER THE FOLLOWING DESCRIBED AREA, TO WIT:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 255 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, A DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN DECLARATION OF EASEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 7, 1973 AND KNOWN AS TRUST NUMBER 45858, AND O'HARE INTERNATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 1971 AND KNOWN AS TRUST NUMBER 72 L 103, RECORDED JULY 24, 1973 AS DOCUMENT NO. 22411512 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED AREA, TO WIT:

EASEMENT 25 FEET IN WIDTH AS DEPICTED ON EXHIBIT A OF THE AFORESAID DECLARATION AS THE CROSS-HATCHED AREA.

PARCEL 5:

EASEMENT 45 FEET IN WIDTH FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN DECLARATION OF EASEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1984 AND KNOWN AS TRUST NUMBER 31018, AND CARBO INVESTMENT COMPANY, INC. DATED DECEMBER 17, 1971 AND RECORDED DECEMBER 28, 1971 AS DOCUMENT NO. 21760760 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED AREA, TO WIT:

AN EASEMENT THAT LIES 22.5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE, ALL IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD AND A LINE BEING 70 FEET NORTH AND PARALLEL WITH THE CENTER LINE OF GOLF ROAD COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHWARD

ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 53.10 FEET TO A POINT ON A LINE BEING 70 FEET NORTH AND PARALLEL WITH THE CENTER LINE OF GOLF ROAD; THENCE WESTWARD ALONG SAID PARALLEL-LINE A DISTANCE OF 710.93 FEET FOR POINT OF BEGINNING; THENCE NORTHWARD A DISTANCE OF 523.97 FEET ALONG A LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD.