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Place: Joliet, Illinois

Dated: October 31, 1990

MORTGAGE AMENDMENT AGREEMENT

GREATBANC TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

THIS AGREEMENT is made by the Mortgagor, First National Bank in Chicago Heights, Trustee, Trust Agreement dated October 1, 1985, Trust No. 6040 (the "Trust"), in favor of the Mortgagee, General Motors Acceptance Corporation ("GMAC"), and

Whereas, GMAC is the holder of a promissory note dated February 1, 1988, in the original principal sum of TWELVE MILLION ONE HUNDRED SIXTY-FOUR THOUSAND TWENTY FOUR AND NO/100 (\$12,164,024.00) DOLLARS, given by David L. Miller, as holder of the power of direction to the sole beneficiary of the Trust and secured, in part, by a Mortgage and Security Agreement on real property commonly known as 915 W. Dundee Road, Buffalo Grove, Cook County, Illinois (the "Mortgage"), such property being further described in Exhibit hereto, which Mortgage was made on February 1, 1988 and recorded as document number 88066886 on February 16, 1988, in the office of the county recording officer of Cook County, in the mortgage records of that county, and

Whereas, GMAC is the holder of a promissory note dated February 14, 1989, in the original principal sum of THREE MILLION SEVEN HUNDRED NINETY-EIGHT THOUSAND AND NO/100 (\$3,798,000.00) DOLLARS, given by David L. Miller, and secured, in part, by the Mortgage, and

Whereas, GMAC is the holder of promissory notes dated July 20, 1990, in the original principal sums of THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS given by Olympia Dodge of Countryside, Inc. d/b/a Dodge City of Countryside; THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS given by Dave Miller Olds, Inc.; THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS given by James Miller Chevrolet, Inc.; and THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS given by Dave Miller Nissan, Inc.; such promissory notes being secured, in part, by the Mortgage, and

Whereas, General Motors Corporation has extended to various affiliates of David L. Miller certain motor vehicle floorplan financing, and

Whereas, GMAC, as of even date herewith, at the sole request of David L. Miller, has agreed to modify certain terms of those certain promissory notes dated February 1, 1988 and February 14, 1989 pursuant to that certain memorandum of understanding dated even date herewith, with the express understanding that such promissory notes shall continue, as modified, in full force and effect, and

Whereas, Mortgagor and Mortgagee wish to amend the Mortgage to add "Dave Miller Hyundai, Inc." and "Dave Miller Isuzu, Inc." to

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the list of affiliated persons, corporations or other entities included on the "Appendix to Mortgage and Security Agreement" and referred to in the Mortgage as the "Affiliate" and, as such, any indebtedness now existing or hereafter created by Mortgagor and/or the Affiliate, and owing to GMAC shall be secured under the Mortgage, and

Whereas, Mortgagor and Mortgagee wish to amend the Mortgage so that the "Indebtedness," as defined in the Mortgage expressly includes, but is not limited to, the indebtedness evidenced by those certain promissory notes dated February 1, 1988 and February 14, 1989, as modified, and

Now therefore, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration the Mortgagor and Mortgagee agree that the Appendix to Mortgage and Security Agreement is hereby amended to include Dave Miller Hyundai, Inc. and Dave Miller Isuzu, Inc.; and that the Indebtedness secured by the Mortgage is hereby amended in accordance with the terms and conditions of those certain promissory notes dated February 1, 1988 and February 14, 1989, as modified, and

In all other respects, the terms and conditions of the Mortgage are hereby confirmed.

This document is made by First National Bank in Chicago Heights, as Trustee and accepted upon the express understanding that the First National Bank in Chicago Heights enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against First National Bank in Chicago Heights, because of or on account of the making or executing of this document or of anything therein contained, all such liability, if any, being expressly waived, nor shall First National Bank in Chicago Heights, be held personally liable upon or in consequence of any of the covenants of this document, either expressed or implied.

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IN WITNESS WHEREOF, the Mortgagor and Mortgagee hereto have caused this Agreement to be signed and sealed by their proper corporate officers as of the day and year first above written.

GREATBAY TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

MORTGAGOR: First National Bank in Chicago Heights, Trustee,
Trust Agreement dated October 1, 1985, Trust No.
6040

By: [Signature]
Land Trustee

[Signature]
(Attest) Acting Secretary

MORTGAGEE:

General Motors Acceptance
Corporation

By: [Signature]
Its: [Signature]

Property of Cook County Clerk's Office

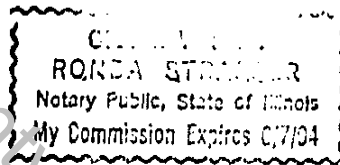
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Ronda Strasser, a Notary Public in and for said county and state, do hereby certify that Brian H. Wilson, Trust Officer and Sandra Bultema, Acting Secretary personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of December, 1990. My commission expires: _____.

Ronda Strasser
Notary Public



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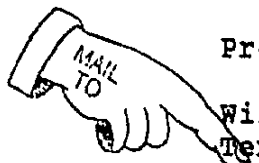
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EXHIBIT 1 TO MORTGAGE AMENDMENT AGREEMENT
BY FIRST NATIONAL BANK IN CHICAGO HEIGHTS TO GMAC

PARCEL 1: LOT 2 IN THE RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT NUMBER 25344703 BEING A RESUBDIVISION OF LOT 1 IN GRAND-SPAULDING DODGE SUBDIVISION, RECORDED DECEMBER 17, 1976 AS DOCUMENT NO. 23752075, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-08-101-021

Street Address: 915 W. Dundee Road
Buffalo Grove, IL 60089



Prepared and mailed to:

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