

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND BORROWER'S ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND BORROWER'S ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES (this "First Amendment") is entered into as of the 16th day of November, 1992 by and among HODGKINS AUTO PARK, INC., an Illinois corporation ("Borrower"), CELOZZI-ETTLESON CADILLAC, INC., an Illinois corporation, CELOZZI-ETTLESON CHEVROLET, INC., an Illinois corporation, NICHOLAS A. AND CAROL CELOZZI, MAURICE D. AND RUTH ETTLESON, AGENCY FACILITIES, an Illinois general partnership, AGENCY FACILITIES II, an Illinois general partnership (collectively, the "Guarantors") and GENERAL MOTORS ACCEPTANCE CORPORATION, a New York corporation ("Lender").

RECITALS:

A. Borrower is the owner of certain real property located in Cook County, Illinois and legally described in Exhibit A attached hereto and made a part hereof (the "Land") and is the owner or lessee of other property now or hereafter acquired and used or useful in connection therewith.

B. The Borrower has executed and delivered to Lender a certain Promissory Note in the original principal amount of \$3,600,000.00 dated October 16, 1991 (the "Note").

C. The Note is secured, among other things, by a security interest in the Land created by a certain Mortgage and Security Agreement (the "Mortgage") dated October 16, 1991 made by Borrower to Lender and recorded in the Recorder's Office of Cook County, State of Illinois as document no. 91601986.

D. Pursuant to those certain Guaranties (collectively, the "Guaranty") dated October 16, 1991, Guarantor guaranteed, among other things, the payment by Borrower of the amounts provided for in the Note and the Mortgage.

E. Borrower has requested the partial release of a portion of the Land (the "Partial Release") and Lender has agreed to such partial release, subject to Borrower and Guarantor agreeing to the terms and conditions contained in this First Amendment.

NOW, THEREFORE, in order to induce Lender to execute the Partial Release, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantor and Lender hereby agree as follows. Except as otherwise expressly indicated, all capitalized terms used herein shall have the same meanings ascribed to them in the Mortgage.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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CLERK OF RECORD
COOK COUNTY, ILLINOIS

NOW, THEREFORE, in order to induce Lender to execute the Partial Release, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantor and Lender hereby agree as follows. Except as otherwise expressly indicated, all capitalized terms used herein shall have the same meanings ascribed to them in the Mortgage.

Borrower has requested the partial release of a portion of the Land (the "Partial Release") and Lender has agreed to such partial release, subject to Borrower and Guarantor agreeing to the terms and conditions contained in this First Amendment.

Pursuant to those certain Guaranties (collectively, the "Guaranty") dated October 16, 1991, Guarantor guaranteed, among other things, the payment by Borrower of the amounts provided for in the Note and the Mortgage.

The Note is secured, among other things, by a security interest in the Land created by a certain Mortgage and Security Agreement (the "Mortgage") dated October 16, 1991 made by Borrower to Lender and recorded in the Recorder's Office of Cook County, State of Illinois as document no. 91601986.

The Borrower has executed and delivered to Lender a certain Promissory Note in the original principal amount of \$3,600,000.00 dated October 16, 1991 (the "Note").

Borrower is the owner of certain real property located in Cook County, Illinois and legally described in Exhibit A attached hereto and made a part hereof (the "Land") and is the owner or lessee of other property now or hereafter acquired and used or useful in connection therewith.

RECITALS:

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND BORROWER'S ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES (this "First Amendment") is entered into as of the 20th day of November, 1992 by and among HODKINS AUTO PARK, INC., an Illinois corporation ("Borrower"), CELOZZI-ETTLERSON CADILLAC, INC., an Illinois corporation, CELOZZI-ETTLERSON CHEVROLET, INC., an Illinois corporation, NICHOLAS A. AND CAROL CELOZZI, MAURICE D. AND RUTH ETTLERSON, AGENCY FACILITIES, an Illinois general partnership, AGENCY FACILITIES II, an Illinois general partnership (collectively, the "Guarantors") and GENERAL MOTORS ACCEPTANCE CORPORATION, a New York corporation ("Lender").

FIRST AMENDMENT TO
MORTGAGE AND SECURITY AGREEMENT AND
BORROWER'S ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES

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1. The Recitals set forth above are hereby incorporated herein and made a part hereof.

2. Borrower hereby confirms and certifies to Lender that each representation and warranty contained in the Note and the Mortgage is true, complete and correct in all respects.

3. Guarantor hereby certifies to Lender that the Articles of Incorporation and By-Laws of Borrower and Guarantor previously delivered to Lender in connection with the Loan have not been amended and Guarantor is in good standing to do business in the State of Illinois.

4. The legal description set forth in the Mortgage and in the Borrower's Environmental Representations is amended by adding the property legally described in Exhibit B attached hereto and incorporated by reference herein.

5. The obligation of Lender to execute the Partial Release shall be subject to Borrower and Guarantor having delivered or causing to be delivered to Lender the following, all of which shall be in form and substance acceptable to Lender:

(1) This First Amendment;

(ii) A consent of the Guarantor to the Partial Release;

(iii) An endorsement to the Lender's Title Policy issued by Chicago Title Insurance Company describing the insured Mortgage thereunder as including this First Amendment, extending the effective date of such title policy to the date of the recording of this First Amendment; and

(iv) Such other documents as Lender may reasonably require.

6. Borrower hereby agrees to pay all expenses, charges, costs and fees (including, but not limited to, reasonable attorneys' fees and expenses) in connection with the negotiation and documentation of the agreements contained in this first Amendment, all recording fees and charges, title insurance charges and premiums, and all other expenses, charges, costs and fees referred to in or necessitated by the terms of this first Amendment (collectively, the "First Additional Loan Expenses").

7. All references to the "Note" contained in the Note, the Mortgage and the Guaranty, all as amended by this First Amendment, shall be deemed to refer to the Note, as amended by this first Amendment.

8. All references to the "Mortgage" contained in the Mortgage, the Note and the Guaranty, all as amended by this first

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Amendment, shall be deemed to refer to the Mortgage, as amended by this First Amendment.

9. Borrower and Guarantor represent and warrant to Lender that each has full power and authority to execute and deliver this First Amendment and to perform their respective obligations hereunder. Upon the execution and delivery hereof, this First Amendment will be valid, binding and enforceable upon Borrower and Guarantor in accordance with its terms. Execution and delivery of this First Amendment does not and will not contravene, conflict with, violate or constitute a default under the Articles of Incorporation and By-Laws governing Borrower or Guarantor, or (ii) the partnership agreement governing Guarantor, or (iii) any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Borrower or Guarantor is a party or is bound or which is binding upon or applicable to the Premises, or any portion thereof.

10. Borrower and Guarantor represent and warrant to Lender that no default or event or condition which could become a default with the giving of notice or passage of time, or both, exists under the Note, the Guaranty or the Mortgage, all as amended by this First Amendment.

11. There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or threatened affecting Borrower, Guarantor or the Land, or which would prevent Borrower or Guarantor from complying with or performing his or its respective obligations under the Note, the Guaranty and the Mortgage, all as amended by this First Amendment, within the time limits set forth therein for such compliance or performance, and no basis for any such matter exists.

12. Borrower hereby ratifies and confirms its respective liabilities and obligations under the Note and the Mortgage, each as amended by this First Amendment, and the liens and security interests created thereby, and acknowledges that it has no defenses, claims or set-offs to the enforcement by Lender of the obligations and liabilities of Borrower under the Note and the Mortgage, each as amended by this First Amendment.

13. Guarantor hereby consents to the execution and delivery by Borrower of this First Amendment. Guarantor hereby ratifies and confirms its liabilities and obligations under the Guaranty, as amended by this First Amendment, with respect to the Note and the Mortgage, each as amended by this First Amendment. Guarantor hereby acknowledges that it has no defenses, claims or set-offs to the enforcement by Lender of the liabilities and obligations of Guarantor under the Guaranty, as amended by this First Amendment.

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14. This First Amendment shall be binding on Borrower and Guarantor and their heirs, legatees, administrators, personal representatives, successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns. The obligations and liabilities of Borrower and Guarantor under this First Amendment shall be joint and several.

15. Except as expressly provided herein, the Note, the Guaranty and the Mortgage shall remain in full force and effect in accordance with their respective terms.

IN WITNESS WHEREOF, this First Amendment has been entered into as of the date first above written.

Signed, Sealed and
Delivered in the
Presence of:

BORROWER:

HODGKINS AUTO PARK, INC.,
an Illinois corporation

By: [Signature]
Its: PRESIDENT

Print Name: _____

GUARANTORS:

CELOZZI-ETTLESON CADILLAC, INC.,
an Illinois corporation

By: [Signature]
Its: PRESIDENT

Print Name: _____

CELOZZI-ETTLESON CHEVROLET, INC.,
an Illinois corporation

By: [Signature]
Its: PRESIDENT

Print Name: _____

**AGENCY FACILITIES, an Illinois
general partnership**

By: [Signature]
Its: PARTNER

Print Name: _____

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AGENCY FACILITIES II, an Illinois
general partnership

Print Name: _____

By: *[Signature]*

Its: PARTNER

Print Name: _____

[Signature]
NICHOLAS A. CELOZZI

Print Name: _____

Carol F Celozzi
CAROL CELOZZI

Print Name: _____

[Signature]
MAURICE D. ETTLESON

Print Name: _____

Ruth Ettleson
RUTH ETTLESON

LANDER:

GENERAL MOTORS ACCEPTANCE
CORPORATION, a New York corporation

Print Name: _____

By: *[Signature]*

Title: Asst. Treasurer
1520 Essington Road
Suite 205
Oak Brook, Illinois 60521

Print Name: _____

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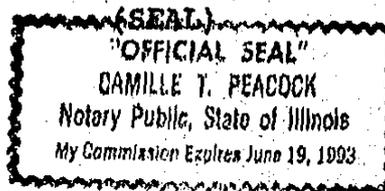
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 20th day of November, 1992 by Nicholas Celozzi, as of Hodgkins Auto Park, Inc., an Illinois corporation, on behalf of said corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

GIVEN under my hand and notarial seal, this 20th day of November, 1992.

Camille T. Peacock
Notary Public

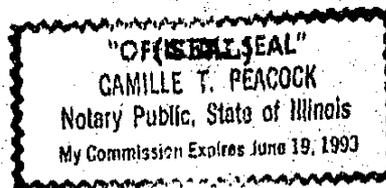


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 20th day of November, 1992 by Nicholas Celozzi, as of Celozzi-Ettleson, Cadillac, Inc., an Illinois corporation, on behalf of said corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

GIVEN under my hand and notarial seal, this 20th day of November, 1992.

Camille T. Peacock
Notary Public



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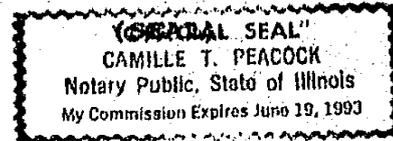
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 20th day of November, 1992 by Nicholas Celozzi, SS of Agency Facilities II, an Illinois general partnership, on behalf of said corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

GIVEN under my hand and notarial seal, this 20th day of November, 1992.

Camille Peacock
Notary Public

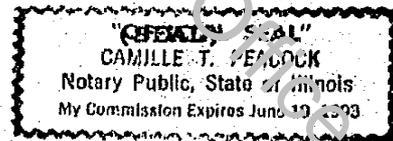


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 20th day of November, 1992 by NICHOLAS A. CELOZZI and CAROL CELOZZI. They are personally known to me or have produced a driver's license as identification and did take an oath.

GIVEN under my hand and notarial seal, this 20th day of November, 1992.

Camille Peacock
Notary Public



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PROPERTY

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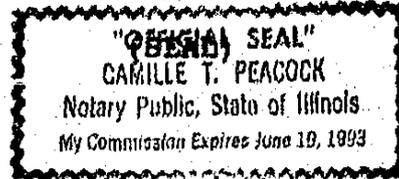
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

The foregoing instrument was acknowledged before me this 20th day of November, 1992 by Nicholas Celozzi, as of Celozzi-Ettleson Chevrolet, Inc., an Illinois corporation, on behalf of said corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

GIVEN under my hand and notarial seal, this 20th day of November, 1992.

Camille Peacock

Notary Public



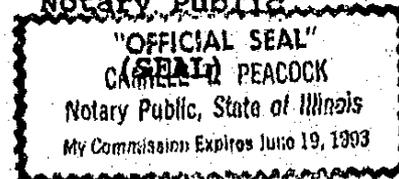
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

The foregoing instrument was acknowledged before me this 20th day of November, 1992 by Nicholas Celozzi, as of Agency Facilities, an Illinois general partnership, on behalf of said corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

GIVEN under my hand and notarial seal, this 20th day of November, 1992.

Camille Peacock

Notary Public



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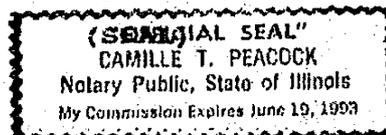
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

The foregoing instrument was acknowledged before me this 20th day of November, 1992 by MAURICE D. ETTLESON and RUTH ETTLESON. They are personally known to me or have produced a driver's license as identification and did take an oath.

GIVEN under my hand and notarial seal, this 20th day of November, 1992.

Camille T. Peacock

Notary Public



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

The foregoing instrument was acknowledged before me this ___ day of November, 1992 by _____, as _____ of General Motors Acceptance Corporation, a New York corporation. He/She is personally known to me or has produced a driver's license as identification and did take an oath.

GIVEN under my hand and notarial seal, this ___ day of November, 1992.

NOTARY PUBLIC

(SEAL)

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EXHIBIT B

That part of the following, taken together as a tract:

Lots 1 and 2 in Block 1 in South LaGrange, a subdivision of part of Lots 10 and 15 (except the South 20 rods of Lot 15) lying South of Joliet Road in the School Trustee's Subdivision of the West Half of the Southeast Quarter of Section 16, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois,

AND

The Northerly Half of the vacated 20 foot wide public alley lying South of Lots 1 and 2 in Block 1 in South LaGrange, a subdivision of parts of Lots 10 and 15 (except the South 20 rods of Lot 15) lying South of Joliet Road in the School Trustee's Subdivision of the West Half of the Southeast Quarter of Section 16, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, said parcel being described as follows:

Commencing at the Southwest corner of said Lot 1; thence North 60 degrees 50 minutes 40 seconds East along the Southerly line of said Lot 1 a distance of 11.44 feet for a Place of Beginning; thence North 0 degrees 04 minutes 17 seconds West 65.20 feet to a point of curvature; thence Northeasterly along the arc of a curve, being concave to the East, having a radius of 30.00 feet, having a chord bearing of North 20 degrees 54 minutes 52 seconds East, a distance of 21.98 feet; thence South 57 degrees 56 minutes 41 seconds East 21.76 feet to a point in the Southerly line of aforesaid tract of land; thence South 60 degrees 50 minutes 40 seconds West along said Southerly line a distance of 42.34 feet to a bend point in said line; thence North 0 degrees 04 minutes 17 seconds West along said line a distance of 11.52 feet to a bend point in said line; thence South 60 degrees 50 minutes 40 seconds West along said Southerly line a distance of 51.49 feet to the Place of Beginning; said parcel of land herein described contains 0.082 acre, more or less, all in Cook County, Illinois.

Return to:
William O'Connor
Greenberger Krauss & Tenenbaum
180 N. LaSalle #2700
Chicago, IL 60601

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EXHIBIT B (Continued)

That part of the West Half of the Southeast Quarter of Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at a point in the South line of said West Half of the Southeast Quarter, 330 feet East of the Southwest corner thereof; thence North parallel with the West line of said Southeast Quarter, 330.00 feet; thence West parallel with the aforesaid South line of the West Half of the Southeast Quarter, 270 feet; thence North parallel with the said West line of the Southwest Quarter a distance of 86.00 feet for a place of beginning; thence North 0 degrees 04 minutes 17 seconds West 25 feet; thence North 89 degrees 55 minutes 43 seconds East 538.82 feet; thence South 60 degrees 50 minutes 40 seconds West 51.43 feet; thence South 89 degrees 55 minutes 43 seconds West 493.87 feet to the Place of Beginning; (in Cook County, Illinois.

P.I.N. 18-16-410-008

Street Address: 9500 Joliet Road, 6245 LaGrange Road
Hodgkins, IL 60525

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