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Cook County Recorder of Deeds
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This instrument was drafted
by and when recorded should be
returned to:

#56205394

Karolyn A. Bignotti
Dickinson Wright PLLC
2600 West Big Beaver Rd., Suite 300
Troy, Michigan 48084
(248) 433-7200

Returns: Title Source
1450 W Longlake
#400
Troy, MI 48068

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS, made this 30th day of January, 2012, by **SAV II, L.L.C.**, an Illinois limited liability company, whose address is 6677 Carlisle Pike, Mechanicsburg, Pennsylvania ("Assignor"), to **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, a Delaware limited liability company, whose office is located at 36455 Corporate Drive, Farmington Hills, MI 48331 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has executed and delivered to Assignee a Fixed Rate Promissory Note (hereinafter, together with all amendments thereto and modifications thereof, called the "Note") bearing even date herewith in the principal sum of Twelve Million One Hundred Thousand and No/100 Dollars (\$12,100,000.00) and, as security for the Note, Assignor has executed and delivered to Assignee a Mortgage (hereinafter, together with all amendments thereto and modifications thereof, called the "Mortgage") bearing even date herewith covering Assignor's interest in certain real estate located at 8430 and 8470 West 159th Street, Orland Park, Illinois, 60462, and more particularly described on Exhibit A which is attached hereto and incorporated herein by reference, together with all buildings, improvements and other property more particularly described in the Mortgage (the "Mortgaged Property"), and bearing even date herewith covering all fixtures, furnishings, machinery, equipment and other tangible property located on or used in connection with the Mortgaged Property. (This Assignment and the Mortgage are hereinafter collectively called "Security Agreements" and singularly called a "Security Agreement");

WHEREAS, the Assignor, as landlord, has leased the Mortgaged Property to Orland Park Motor Cars, Inc. and to Evergreen Motor Cars, Inc. pursuant to the following leases:

- that certain lease, as amended, to Orland Park Motor Cars, Inc. as Tenant dated effective as of July 1, 1997 and terminating as of June 30, 2018, for the property located at 8430 West 159th Street;

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- that certain lease to Evergreen Motor Cars, Inc. as Tenant dated effective as of December 31, 1997 and terminating as of April 30, 2012, for the property located at 8470 West 159th Street;
- that certain lease to Orland Park Motor Crs, Inc. as Tenant dated effective as of May 1, 2012 and terminating as of April 30, 2018;

(all of the above leases hereinafter, together with all amendments and modifications, hereto called the "Dealership Lease"); and

WHEREAS, as a condition of the making of the loan evidenced by the Note and of the acceptance of the Note from the Assignor, Assignee is requiring that Assignor assign to Assignee all of Assignor's right, title and interest in, to and under the Dealership Lease and all other leases and agreements for the use or occupancy of the Mortgaged Property, whether now or hereafter existing, and Assignor desires and intends by this instrument to assign to Assignee all of Assignor's right, title and interest in, to and under all of such leases and agreements;

NOW, THEREFORE, in order to secure the payment of the principal of, and interest on, the Note and to secure the performance and observance by Assignor of each and every term, covenant, agreement and condition contained herein, in the Note and in the Security Agreements, and in consideration of the agreement of Assignee to loan to Assignor the loan amount evidenced by the Note, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in, to and under the Dealership Lease and all other leases or agreements for the use or occupancy of the whole or any part of the Mortgaged Property, whether such leases and agreements are now or at any time hereafter existing and all such other leases and agreements (hereinafter collectively called "Leases" and singularly called a "Lease"), including all amendments and supplements to and renewals and extensions of said Leases at any time made, and together with all rents, earnings, income and profits arising from the Mortgaged Property or from said Leases and all other sums due or to become due under and pursuant thereto and together with any and all guarantees under any of said Leases, and together with all proceeds payable under any policy of insurance covering loss of rents for any cause, and together with all rights, powers, privileges, options, and other benefits of Assignor as lessor under the Leases, including, but not by way of limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof whether as rent or otherwise, and the right to accept or reject any offer made by a tenant pursuant to its Lease to purchase the Mortgaged Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such purchases as agent and attorney-in-fact for Assignor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted

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under any provision of any Lease or by law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under any Lease;

SUBJECT, however, to the right and license herein granted by Assignee to Assignor.

1. Term. This Assignment is made and given as security for, and shall remain in full force and effect until (a) the payment in full of all principal, interest and premium, if any, on the Note and (b) the performance and observance by Assignor of all of the terms, covenants and conditions to be performed or observed by Assignor under the Note, this Assignment and the other Security Agreements. Upon termination of the lien created by the Mortgage, Assignee shall execute and deliver instruments of release, satisfaction and termination of this Assignment, in proper form for recording or filing.

2. Representations and Warranties. Assignor represents to Assignee that (a) Assignor has good right and authority to make this Assignment, that Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of or encumbered any Leases, or any of the sums due or to become due thereunder and intended to be assigned hereunder, and that Assignor has not performed any acts or executed any other instruments which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation; (b) Assignor has not accepted or collected rent or other payments under any existing Lease for any period subsequent to the current period for which such rent or other payment has already become due and payable; (c) Assignor has not executed or granted any amendment or modification whatsoever of any existing Lease, either orally or in writing, except as has been disclosed in writing to Assignee; and (d) there is no default under any Lease now existing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute an event of default under any Lease.

3. Covenants. Assignor hereby covenants and agrees (a) to observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of this Assignment, the Note, and the Security Agreements and the Leases on the part of the Assignor to be kept, observed and performed, (b) to enforce the performance of each and every obligation, term, covenant, condition and agreement in said Leases by any tenant to be performed, (c) to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with said Leases or the obligations, duties or liabilities of Assignor and any tenant thereunder and, upon request by Assignee, will do so in the name and on behalf of Assignee, but at the expense of Assignor.

Assignor also covenants and agrees that it will not, without in each instance the prior written consent of Assignee:

(a) enter into any Lease which has not been approved in advance by Assignee;

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(b) cancel any Lease nor accept a surrender thereof except for good cause;

(c) reduce the rent payable under any Lease nor accept payment of any installment of rent (except for security deposits) in advance of one month from the due date thereof;

(d) change, amend, alter or modify any Lease or any of the terms or provisions thereof, nor grant any concession in connection therewith;

(e) consent to the release of the obligations of the tenant under any Lease except for good cause;

(f) assign, pledge, encumber or otherwise transfer any Lease or Assignor's rights thereunder;

(g) consent to an assignment of tenant's interest under any Lease or to a subletting thereof, except to the extent any such assignment or subletting is specifically authorized by such Lease; or

(h) incur any indebtedness for borrowed money or otherwise to the tenant or guarantor of any Lease which may, under any circumstances, be availed of as an offset against the rent or other payments due thereunder;

and any of the above acts, if done without the consent of Assignee, shall be, at the option of Assignee, null and void.

Assignor further covenants and agrees that, in the event any warranty or representation herein of Assignor shall be false, misleading or materially inaccurate or Assignor shall default in the observance or performance of any obligation, term, covenant or condition hereof, then, in each instance at the option of Assignee, the same shall constitute and be deemed to be a default under the Note and the Security Agreements thereby entitling Assignee to declare all sums secured hereby and hereby immediately due and payable and to exercise any and all rights and remedies provided thereunder or hereunder as well as such remedies as may be available at law or in equity.

4. Payment of Rents. Assignor hereby consents to and irrevocably authorizes and directs the tenants under the Leases and any successor to the interest of said tenants, upon demand and notice from Assignee of Assignee's right to receive the rents and other amounts under such Leases, to pay to Assignee the rents and other amounts due or to become due under the Leases, and said tenants shall have the right to rely upon such demand and notice from Assignee and shall pay such rents and other amounts to Assignee without obligation or right to determine the actual existence of any default or event claimed by Assignee as the basis for Assignee's right to receive such rents and other amounts notwithstanding any notice from or claim of Assignor to the contrary, and Assignor shall have no right or claim against said tenant for any such

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rents and other amounts so paid by said tenant to Assignee. In the event the Mortgaged Property or any part thereof is now or at any time hereafter used or occupied by Assignor as a homestead or otherwise, Assignor agrees to pay to Assignee, upon Assignee's written demand, such sum per month as in the opinion of Assignee is reasonable rent for the premises so used or occupied, to be applied by Assignee as hereinafter provided, and, if said rent is not paid, upon demand made by Assignee will vacate the premises to Assignee.

5. License. Notwithstanding the foregoing provisions making and establishing a present and absolute transfer and assignment of the Leases and the rents, earnings, income and profits arising therefrom, so long as no default shall exist under the Note, this Assignment or any of the Security Agreements, or no event shall exist which by lapse of time or by service of notice, or both, has or would become an event of default thereunder, Assignor shall have the right and license to occupy the Mortgaged Property as landlord or otherwise and to collect, use and enjoy the rents, issues and profits and other sums payable under and by virtue of any Lease, but only as the same become due under the provisions of such Lease, and to enforce the covenants of the Lease.

6. Default. The occurrence of any of the following events shall be deemed an "Event of Default" hereunder:

- (a) Default in the observance or performance of any covenant, promise or agreement set forth herein and continuance thereof for 30 days;
- (b) The occurrence of an Event of Default under the Mortgage; or
- (c) The occurrence of a default under the Security Agreements and continuance thereof after any period of grace, if any, provided therein with respect to such default.

7. Remedies. Upon the occurrence of an Event of Default hereunder, or upon occurrence of an event of default under the Note or any of the Security Agreements, Assignee, at its option, shall have the complete right, power and authority (a) to terminate the right and license granted to Assignor hereunder and thereafter, without taking possession, to demand, collect and receive and sue for the rents and other sums payable under the Leases and, after deducting all necessary and proper costs and expenses (including attorneys' fees) of collection as determined by Assignee, apply the net proceeds thereof upon any indebtedness secured hereby; (b) to declare all sums secured hereby immediately due and payable, and, at its option, exercise all of the rights and remedies contained herein, in the Note and in the Security Agreements, and (c) without regard to the adequacy of the security, with or without process of law, personally or by agent or attorney, or by a receiver to be appointed by court, then and thereafter to enter upon, take and maintain possession of and operate the Mortgaged Property, or any part thereof, together with all documents, books, records, papers, and accounts relating thereto, and exclude Assignor, its agents and servants therefrom and hold, operate, manage and control the Mortgaged Property, or any part thereof, as fully

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and to the same extent as Assignor could do if in possession and, in such event, without limitation, and at the expense of Assignor, from time to time, cause to be made all necessary or proper repairs, renewals, and replacements to the Mortgaged Property, or any part thereof, as Assignee deems judicious, and pay taxes, assessments and prior or proper charges on the Mortgaged Property, or any part thereof, and insure and reinsure the same, and lease the Mortgaged Property, or any part thereof, for such times and on such terms as Assignee deems desirable, including leases for terms expiring beyond the maturity of the indebtedness secured by the Security Agreements and cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same.

After payment of all proper charges and expenses, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed by Assignee in connection with the operation, management and control of the Mortgaged Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee from and against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, Assignee may, at its option, credit the net amount of income which Assignee may receive by virtue of this Assignment and from the Mortgaged Property to any and all amounts due or owing to Assignee from Assignor under the terms and provisions of the Note, this Assignment and the other Security Agreements. The balance of such net income shall be released to or upon the order of Assignor.

The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking possession of the Mortgaged Property by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event impose any obligation whatsoever upon Assignee to appear in or defend any action or proceeding relating to the Leases or the Mortgaged Property, or to take any action hereunder, to expend any money or incur any expenses, or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant and not assigned and delivered to Assignee, or render Assignee liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property.

Assignor agrees that the collection of rents and the application as aforesaid or the entry upon and taking of possession of the Mortgaged Property, or any part thereof, by Assignee shall not cure or waive any default or waive, modify or affect any notice of default under the Note or the Security Agreements, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

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Assignor hereby consents to the appointment of a receiver if believed necessary or desirable to enforce its rights under this Section 7. The rights of Assignee to collect and receive the rents assigned hereunder or to take possession of the Mortgaged Property, or to exercise any of the rights or powers herein granted to Assignee shall, to the extent not prohibited by law, also extend to the period from and after the commencement of proceedings to foreclose the lien of the Mortgage, whether by advertisement or by judicial proceedings, including any period allowed by law for the redemption of the Mortgaged Property after any foreclosure sale.

8. Remedies Cumulative. The rights and remedies of Assignee hereunder are cumulative and not in lieu of, but are in addition to, any rights or remedies which Assignee shall have under the Note, any of the Security Agreements, or at law or in equity, which said rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to, any action taken hereunder. The rights and remedies of Assignee may be exercised from time to time and as often as such exercise is deemed expedient, and the failure of Assignee to avail itself of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The rights of Assignee to collect and receive the rents assigned hereunder, or to take possession of the Mortgaged Property, or to exercise any of the rights or powers herein granted to Assignee shall, to the extent not prohibited by law, also extend to the period from and after the filing of any suit to foreclose the lien of the Mortgage, whether by power of sale or by judicial foreclosure, including any period allowed by law for the redemption of the Mortgaged Property after any foreclosure sale.

9. Indemnification. Assignor agrees to indemnify and hold Assignee harmless of and from and against any and all liability, loss, damage or expense, which Assignee may or might incur under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, loss or damage under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate then applicable under the Note or the maximum rate permitted by law, if less, shall be secured by this Assignment and by the Security Agreements, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor so to do, Assignee may declare all sums secured hereby immediately due and payable.

10. Notices. All notices, demands or documents of any kind which Assignee or Assignor may be required or may desire to serve upon the other party hereunder shall be sufficiently served by delivering the same to the party personally or by depositing a copy addressed to Assignor at Assignor's address first listed above, or at such other address as Assignor may from time to time designate in writing, and to

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Assignee at Assignee's address first listed above, or such other address as Assignee may from time to time designate in writing.

11. This Assignment. This Assignment shall be assignable by Assignee and all representations, warranties, covenants, powers and rights herein contained shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

12. Further Assurances. Assignor covenants and agrees that Assignor will, upon the request of Assignee, execute and deliver to Assignee such further instruments and do and perform such other acts and things as Assignee may deem necessary or appropriate to make effective this Assignment and the various covenants of Assignor herein contained and more effectively to vest in and secure to Assignee the sums due or hereafter to become due under the Leases, including, without limitation, the execution of such additional assignments as shall be deemed necessary by Assignee effectively to vest in and secure to Assignee all rents, income and profits from any and all Leases. Assignor further agrees that it will, from time to time, upon demand therefor, deliver to Assignee an executed counterpart of each and every Lease then affecting all or any portion of the Mortgaged Property.

13. Severability. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Assignment.

14. Governing Law; Binding Effect. This Assignment, made in the State of Illinois, shall be construed according to the laws thereof and shall be binding upon the Assignor and its successors and assigns and any subsequent owners of the Mortgage Property, and all of the covenants herein contained shall run with the land, and this Assignment and all of the covenants herein contained shall inure to the benefit of Assignee, its successors and assigns.

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EXHIBIT A

Land Situated in the Township of Orland Park in the County of Cook in the State of IL

PARCEL 1:

Lot 2, Infiniti Resubdivision of Lot 693 in Orland Golf View Unit 9-A, a Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 14, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

PARCEL 2:

Lot 3, Harris Bank Argo Orland Subdivision, being a Subdivision of the West 165 feet of the South 264 feet of the Southwest 1/4 of the Southeast 1/4 of Section 14, township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, also part of the South 500 feet of the East 1/2 of the Southwest 1/4 of said Section 14, Cook County, Illinois.

ADDRESS: 8430 and 8470 W. 159th Street,
Orland Park, IL 60462

TAX ID Number(s) : 27-14-313-027-0000
27-14-313-037-0000