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Doc#: 1312350024 Fee: \$56.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/03/2013 03:24 PM Pg: 1 of 10

GREATER METROPOLITAN TITLE, LLC  
175 E. HAWTHORN PARKWAY, SUITE 135  
VERNON HILLS, IL 60061  
FILE # 12-1519 ② of ②

Space above this line for recorder's use only

## FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

Dated: April 26, 2013

**Assignor:**

**DUNDEE AND BARRINGTON, L.L.C.**  
1475 S. Barrington Road  
Barrington, Illinois 60010

**Assignee:**

**MERCEDES-BENZ FINANCIAL  
SERVICES USA LLC**  
36455 Corporate Drive  
Farmington Hills, Michigan 48331

and

**GROVE ST. LAND COMPANY, INC.**  
1475 S. Barrington Road  
Barrington, Illinois 60010

**Mortgaged Property:**

Common Address: 1475 S. Barrington and 206 W. Cook Street, Barrington, Illinois

Property Tax Index Nos.: 01-12-301-019-0000, 01-12-301-008-0000  
01-12-301-003-0000, 01-12-301-004-0000  
01-12-400-007-0000, 01-12-400-001-0000,  
13-36-313-010, 13-36-313-008, 13-36-313-009,  
13-36-314-002, 13-36-314-003, 13-36-313-003,  
13-36-314-001, 13-36-314-004, 13-36-313-004  
and 13-36-313-007

**Prepared by:**

Stephen E. Dawson, Esq.  
Dickinson Wright PLLC  
2600 West Big Beaver Rd., Ste., 300  
Troy, MI 48084  
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**When recorded, please return to:**

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DRAFTED BY AND WHEN  
RECORDED RETURN TO:

Stephen E. Dawson, Esq.  
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Troy, Michigan 48084  
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## **FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS ("First Amendment"), made and entered into this 26<sup>th</sup> day of April, 2013, by and between **DUNDEE AND BARRINGTON, L.L.C.**, an Illinois limited liability company ("Dundee") and **GROVE ST. LAND COMPANY, INC.**, an Illinois corporation ("Grove"), both having an address at 1475 S. Barrington Road, Barrington, Illinois 60010 (Dundee and Grove are hereinafter collectively referred to as "Assignor"), and **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, a Delaware limited liability company, having its office at 36455 Corporate Drive, Farmington Hills, Michigan 48331 ("Assignee").

### **PRELIMINARY STATEMENT**

A. WHEREAS, Mortgagee previously made a loan to Dundee in the amount of \$17,000,000.00 ("Original Loan") and on February 7, 2013, to evidence the Original Loan, Dundee executed and delivered to Mortgagee its Construction and Permanent Loan Promissory Note ("Original Note") in the principal amount of the Original Loan; a Mortgage ("Mortgage") securing the Original Note and creating a lien on certain real property and improvements located in the City of Barrington, Cook County and Lake County, State of Illinois, which Mortgage was recorded on February 11, 2013, as Document 1304256065, Cook County, Illinois Records and recorded on February 12, 2013, as Document 6958368, Lake County, Illinois Records, with respect to the property described in Exhibit A attached hereto ("Mortgaged Premises"); and an Assignment of Leases and Rents (the "Assignment") assigning the leases and rents of the Mortgaged Premises, which Assignment was recorded on February 11, 2013, as Document 1304256066, Cook County, Illinois Records and recorded on February 12, 2013, as Document 6958369, Lake County, Illinois Records.

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B. WHEREAS, Dundee has applied to increase the maximum principal amount of the Original Note ("Amended Loan") and has executed (i) an Amended and Restated Construction and Permanent Loan Promissory Note of even date herewith in the amount of Twenty Million and 00/100 Dollars (\$20,000,000.00), which increases the maximum principal amount of the Original Note ("Amended Note") and (ii) various other loan documents ("Amended Loan Documents") in connection therewith.

C. WHEREAS, (i) Motor Werks Partners, L.P., (ii) Motor Werks of Hoffman Estates, Inc., (iii) Infiniti of Hoffman Estates, Inc., (iv) Gannon & Golf, LTD., (v) Higgins & Golf, LTD., (vi) Grove, and (vii) Land Rover Sales and Service of Hoffman Estates, Inc. (collectively the "Guarantors") in order to induce Mortgagee to make the Original Loan and the Amended Loan requested by Dundee, have agreed to guarantee the repayment of the Original Loan and the Amended Loan and the performance by Assignor of all terms of the Original Note, the Amended Note, the Mortgage and the Assignment as hereby modified securing such Loans.

D. WHEREAS, Assignor and Assignee desire to amend the Mortgage and Assignment as provided for below in order to secure the Amended Note by the Mortgage and Assignment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt whereof is hereby severally acknowledged, Assignor and Assignee hereby agree as follows:

1. (a) The obligations secured by the Mortgage and Assignment shall include the obligations of Assignor under the Amended Note and the Amended Loan Documents given to Assignee on even date herewith, (b) the indebtedness evidenced by the Amended Note shall be included in the definition of "Mortgage Indebtedness" under the Mortgage, (c) the Amended Note shall be included in the definition of "Note" under the Mortgage and Assignment, (d) the Amended Note, the Amended Loan Documents and this First Amendment and all of the documents, agreements and instruments between Assignor and any Guarantor and the Assignee shall be considered a "Loan Document" as defined in the Mortgage, and (e) this First Amendment shall be a "Security Agreement" under the Assignment.

2. Assignor hereby acknowledges and reaffirms (a) its grant of mortgage and security interest in the improvements, fixtures and all real and personal property located on the Mortgaged Premises as further described in the Mortgage and (b) its assignment of the Leases under the Assignment.

3. Assignor hereby acknowledges and reaffirms that the Mortgage is a valid first lien upon the Mortgaged Premises and the Assignment is a valid first assignment of the Leases, and Assignor promises and agrees to fulfill all of the terms contained in the Mortgage and Assignment as modified hereby.

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4. Nothing contained herein shall in any way impair the Original Note, the Mortgage or Assignment, as hereby amended, or the security now held for the indebtedness secured thereunder, or alter, waive, annul, vary or affect any provision, term, condition, or covenant therein, and as subsequently modified, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Original Note, Mortgage or Assignment, it being the intent of the parties hereto that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

5. This First Amendment shall be binding upon the heirs, successors and assigns of the parties hereto.

**ASSIGNOR:**

**DUNDEE AND BARRINGTON, L.L.C.,**  
an Illinois limited liability company

By: \_\_\_\_\_

Name: Paul D. Tamraz  
Its: General Manager

**GROVE ST. LAND COMPANY, INC.,**  
an Illinois limited liability corporation

By: \_\_\_\_\_

Name: James E. Hub  
Its: President


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## ACKNOWLEDGMENTS

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF Cook     )

I, Bret Rappaport, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Paul D. Tamraz, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of April, 2013.



Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF Cook     )

I, Bret Rappaport, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James E. Hub who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of April, 2013.



Notary Public

My Commission Expires:

\_\_\_\_\_

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**ASSIGNEE:**

**MERCEDES-BENZ FINANCIAL SERVICES USA LLC,**  
a Delaware limited liability company

By: *Jennifer Sharp*  
Name: *Jennifer Sharp*  
Its: *RCM*

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**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF TARRANT

SS.

The foregoing instrument was acknowledged before me this 22 day of April, 2013, by Jennifer Sharp, the Regional Dealer Credit Manager of **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, a Delaware limited liability company, on behalf of the company.



*Karie Smith Glover*  
Notary Public, Tarrant County,  
State of Texas  
My Commission Expires: 1/4/2017

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THE SOUTH 50 RODS OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 275 FEET OF THE SOUTH 825.00 FEET OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, ALSO EXCEPT THAT PART LYING WESTERLY OF A LINE WHICH IS 100 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY RIGHT OF WAY BOUNDARY LINE OF BARRINGTON ROAD, AS DELINEATED ON PLAT OF SURVEY NO. 86-3980, MADE BY JAMES, SCHAEFFER AND SCHIMMING, INC., DATED NOVEMBER 26, 1986 AND AMENDED JANUARY 21, 1987) AND (EXCEPT THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY TRUSTEE'S DEED RECORDED OCTOBER 24, 2012 AS DOCUMENT 1229846088), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST 20 RODS OF THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY TRUSTEE'S DEED RECORDED OCTOBER 24, 2012 AS DOCUMENT 1229846088), IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF GROVE STREET (AS PER PLAT OF DEDICATION RECORDED FEBRUARY 4, 1974 AS DOCUMENT 22618320) AND (EXCEPT THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY WARRANTY DEED RECORDED AUGUST 20, 2004 AS DOCUMENT 0423349164), IN COOK COUNTY, ILLINOIS.

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## PARCEL 4:

THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY WARRANTY DEED RECORDED AUGUST 20, 2004 AS DOCUMENT 0423349164), IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

LOTS 1 AND 2 (LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF FRANKLIN STREET), LOTS 3 AND 4 (EXCEPT THE NORTH 116 FEET OF SAID LOTS 3 AND 4) AND THE SOUTH 153 FEET OF LOT 5 IN BLOCK "D" IN THE TOWN OF CUBA (NOW VILLAGE OF BARRINGTON) IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE PLAT THEREOF RECORDED AUGUST 7, 1855, IN BOOK "W" OF DEEDS, PAGE 520, AND AS ALTERED AND RELOCATED BY ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED AND IN FORCE FEBRUARY 16, 1865, IN LAKE COUNTY, ILLINOIS.

## PARCEL 6:

THAT PART OF LOT 5 IN BLOCK "C" AND LOT 7 IN BLOCK "D" IN THE TOWN OF CUBA (NOW VILLAGE OF BARRINGTON) IN SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF VACATED CHESTNUT STREET LYING BETWEEN SAID BLOCKS "C" AND "D" AS THE SAME WAS VACATED AND ALTERED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS IN FORCE FEBRUARY 16, 1865, BOUNDED BY A LINE DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FRANKLIN STREET AS LOCATED BY THE AFORESAID ACT OF THE LEGISLATURE AND THE EAST LINE OF HOUGH STREET (FORMERLY WALNUT STREET); THENCE EAST ALONG THE NORTH LINE OF SAID FRANKLIN STREET, 66 FEET TO ITS INTERSECTION WITH THE EAST LINE OF LOT 5 IN BLOCK "C" AFORESAID; THENCE NORTH ALONG THE EAST LINE OF SAID LOT AND SAID LINE EXTENDED NORTHERLY THROUGH VACATED CHESTNUT STREET AND ALONG THE EAST LINE OF LOT 7 IN BLOCK "D" AFORESAID FOR A DISTANCE OF 125 FEET; THENCE WEST 66 FEET TO A POINT IN THE WEST LINE OF SAID LOT 7 IN BLOCK "D" (SAID POINT BEING IN THE EAST LINE OF HOUGH STREET AFORESAID AND 125 FEET NORTH OF THE PLACE OF BEGINNING); THENCE SOUTH ALONG THE EAST LINE OF SAID HOUGH STREET, 125 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



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## PARCEL 7:

THE SOUTH 125 FEET OF LOT 6 IN BLOCK "D" IN THE ORIGINAL TOWN OF CUBA (NOW VILLAGE OF BARRINGTON) IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1855, IN BOOK "W" OF DEEDS, PAGE 520, AND ALTERED AND RELOCATED BY ACT OF LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED AND IN FORCE FEBRUARY 16, 1865, IN LAKE COUNTY, ILLINOIS.

## PARCEL 8:

THE SOUTH 134 FEET OF LOTS 5 AND 6 IN BLOCK "H" IN THE TOWN OF CUBA (NOW BARRINGTON) IN SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1855, IN BOOK "W" OF DEEDS, PAGE 520, IN LAKE COUNTY, ILLINOIS,

## PARCEL 9:

LOT 5 (EXCEPT THE SOUTH 153 FEET THEREOF) IN BLOCK "D" IN THE TOWN OF CUBA (NOW VILLAGE OF BARRINGTON) IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE PLAT THEREOF RECORDED AUGUST 7, 1855, IN BOOK "W" OF DEEDS, PAGE 520, AS ALTERED AND RELOCATED BY ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED AND IN FORCE FEBRUARY 16, 1865, IN LAKE COUNTY, ILLINOIS.

## PARCEL 10:

LOTS 4, 5 AND 6 (EXCEPT THE SOUTH 134 FEET THEREOF) IN BLOCK "H" IN THE TOWN OF CUBA (NOW VILLAGE OF BARRINGTON) IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

## PARCEL 11:

THE NORTH 60 FEET OF LOTS 3 AND 4 IN BLOCK "D" OF TOWN OF CUBA (NOW VILLAGE OF BARRINGTON) AS ORIGINALLY LAID OUT IN SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1855, IN BOOK "W" OF DEEDS, PAGE 520, IN LAKE COUNTY, ILLINOIS.

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PARCEL 12:

THE SOUTH 56 FEET OF THE NORTH 116 FEET OF LOTS 3 AND 4 IN BLOCK "D" IN THE TOWN OF CUBA (NOW THE VILLAGE OF BARRINGTON) IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

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BLOOMFIELD 45041-505 1262716v1