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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/06/2015 01:31 PM Pg: 1 of 6

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SECOND AMENDMENT TO MORTGAGE

Dated: October 28, 2015

Mortgagor:

Jones Chicago Real Property 1, LLC
1520 North Avenue
Chicago, IL 60642

Mortgagee:

Mercedes-Benz Financial Services USA LLC
36455 Corporate Drive
Farmington Hills, Michigan 48331

Mortgaged Property:

Common Address: 1520-38 W. North Avenue and 1525 W. North Avenue,
Chicago, IL 60622

Property Tax Index No.: 14-32-313-035; 14-32-313-036; 14-32-313-037;
14-32-313-047; 14-32-313-049; 17-05-101-001;
17-05-101-003; 17-05-101-004; 17-05-101-005;
17-05-101-006; 17-05-101-007; 17-05-101-049;
17-05-101-050; 17-05-101-080

Prepared by:

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S yes
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S N
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SECOND AMENDMENT TO MORTGAGE

THIS SECOND AMENDMENT TO MORTGAGE ("Second Amendment"), made and entered into this 28 day of October, 2015, by and between **JONES CHICAGO REAL PROPERTY 1, LLC**, an Illinois limited liability company, having an address at 1520 North Avenue, Chicago, Illinois 60642 ("Mortgagor"), and **MERCEDES-BENZ FINANCIAL SERVICES USA LLC (f/k/a DCFS USA LLC)**, a Delaware limited liability company, having its office at 36455 Corporate Drive, Farmington Hills, Michigan 48331 ("Mortgagee").

PRELIMINARY STATEMENT

A. WHEREAS, Mortgagee previously gave Mortgagor a loan in the amount of \$13,515,000.00 ("Original Loan") and on February 25, 2008, pursuant to the Original Loan, Mortgagor executed and delivered to Mortgagee its Variable Rate Promissory Note ("Original Note") in the amount of Thirteen Million Five Hundred Fifteen Thousand and 00/100 Dollars (\$13,515,000.00) and on February 28, 2008, a Mortgage securing the Original Note and creating a lien on certain real property and improvements located in the City of Chicago, Cook County, State of Illinois which Mortgage is recorded as Document #0805922095 in Cook County Records, with respect to the property described in Exhibit A attached hereto ("Mortgaged Premises").

B. WHEREAS, Mortgagor applied to increase the existing balance of the Original Note ("Construction and Permanent Loan") and executed on March 11, 2009 (i) a Construction and Permanent Loan Promissory Note in the amount of Thirty-One Million Four Hundred Fifteen Thousand and 00/100 Dollars (\$31,415,000.00) which increased the existing balance under the Original Note and had a maturity date of September 1, 2015 ("Construction and Permanent Loan Note"), (ii) a First Amendment to Mortgage recorded on April 7, 2011, as Document No. 0909733059 Cook County Records (the original mortgage as so amended is hereinafter the "Mortgage"), (iii) a Construction Loan Agreement ("Construction Loan Agreement"), and (iv) various other loan documents ("Construction and Permanent Loan Documents") in connection therewith.

C. WHEREAS, the Construction and Permanent Loan Note was amended by a First Amendment to Construction and Permanent Loan Promissory Note dated September 15, 2009, and a Second Amendment to Construction and Permanent Loan Promissory Note dated September 1, 2010 (the Construction and Permanent Loan Note, as so amended, is hereinafter the "Existing Note").

D. WHEREAS, the Existing Note matured on September 1, 2015, and Mortgagor and Mortgagee have agreed to extend the Construction and Permanent Loan and amend certain of the terms thereof (the "Amended Loan") and Mortgagor has executed on even date herewith (i) an Amended and Restated Fixed Rate Promissory

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Note in the principal amount of Twenty-One Million Five Hundred Thirteen Thousand Six Hundred Seventeen and 17/100 Dollars (\$21,513,617.17) which, among other things, extends the Maturity Date of the Existing Note to October 1, 2020 (the "Amended and Restated Note") and (ii) various other loan documents (the "Extension Loan Documents") in connection therewith.

E. WHEREAS, Vista Motors, Ltd., LLC and Fletcher Jones of Chicago, Ltd., LLC (the "Guarantors") in order to induce Mortgagee to make the Amended Loan requested by Mortgagor, have agreed to guarantee the repayment of the Amended Loan and the performance by the Mortgagor of all terms of the Amended and Restated Note and the Mortgage as hereby modified securing such Loans.

F. WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage as provided for below in order, among other things, to secure the Amended and Restated Note by the Mortgage.

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

1. The obligations secured by the Mortgage shall include the obligations of the Mortgagor under the Amended and Restated Note and the Extension Loan Documents given to Mortgagee on even date herewith, the Amended and Restated Note shall be included in the definition of "Note" and the indebtedness evidenced by the Amended and Restated Note shall be included in the "Mortgage Indebtedness", all as defined in the Mortgage. Each of the Amended and Restated Note, the Extension Loan Documents and this Second Amendment shall be considered a "Loan Document" as defined in the Mortgage.

2. The Mortgagor hereby acknowledges and reaffirms 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.

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

4. Nothing contained herein shall in any way impair the Existing Note, the Amended and Restated Note or the Mortgage 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 Existing Note, the Amended and Restated Note and the Mortgage, 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.

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MORTGAGEE

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

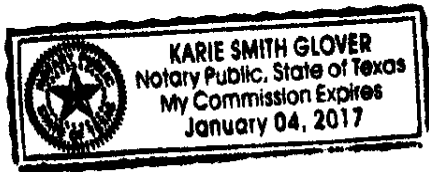
By: *Mark Heindel Selman*
Name: Mark Heindel Selman
Its: RDCM

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS.
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 19 day of October, 2015, by Mark Heindel Selman the RDCM of **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, a Delaware limited liability company, on behalf of the company.



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

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 55 TO 66 (EXCEPT THE SOUTH 7.87 FEET OF SAID LOT 66), WHICH LIES WESTERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 55, SAID POINT BEING 294.96 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 66 TO A POINT ON THE SOUTH LINE OF LOT 66, A DISTANCE OF 119.73 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 66 IN BLOCK 2 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 67, 68, 69, 70; THE WEST 20.00 FEET OF LOT 71; THE SOUTH 7.87 FEET OF LOT 66 AND THAT PART OF THE ORIGINAL EAST/WEST 20-FOOT VACATED PUBLIC ALLEY, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 66 AND SAID SOUTH LINE PRODUCED EAST TO THE EAST LINE OF THE WEST 20.00 FEET OF SAID LOT 71 EXTENDED NORTH; LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 67 TO 71, BOTH INCLUSIVE AND LYING WEST OF AND ADJOINING THE EAST LINE OF THE WEST 20.00 FEET OF SAID LOT 71, EXTENDED NORTH IN BLOCK 2 OF CHICAGO DISTILLERY COMPANY'S SUBDIVISION, ALL TAKEN AS A TRACT, WHICH LIES WESTERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 55, SAID POINT BEING 294.96 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 66 TO A POINT ON THE SOUTH LINE OF LOT 66, A DISTANCE OF 119.73 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 66 AND SAID LINE EXTENDED SOUTH TO THE SOUTH LINE OF THE WEST 20.00 FEET OF SAID LOT 71 IN BLOCK 2 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 14-32-313-035
 14-32-313-036
 14-32-313-037
 14-32-313-047
 14-32-313-049