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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/05/2017 12:02 PM PG: 1 OF 6

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FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

Dated: April 27, 2017

Assignor:

ORLAND PARK DD, LLC
8430 W. 159th Street
Orland Park, Illinois 60462

Assignee:

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

Mortgaged Property:

Common Address:

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

Property Tax Index No.:

27-14-313-027-0000, 2714-313-037-0000

Prepared by:

Stephen E. Dawson, Esq.
Dickinson Wright PLLC
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Troy, MI 48084
(248) 433-7200

When recorded, please return to:

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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 27 day of April, 2017, by and between **ORLAND PARK DD, LLC**, an Illinois limited liability company, having an address at 8430 W. 159th Street, Orland Park, Illinois 60462 ("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, Assignee previously made a loan to Assignor in the amount of \$15,000,000.00 ("Original Loan") and to evidence the Original Loan, Assignor executed on September 10, 2013 and delivered to Assignee its Fixed Rate 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 Orland Park, Cook County, State of Illinois, which Mortgage was recorded on November 15, 2013, as Document No. 1331910081 in the Cook County Recorder of Deeds, 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 dated September 10, 2013, and recorded on November 15, 2013, as Document No. 1331910082 in the Cook County Recorder of Deeds.

B. WHEREAS, Assignee made a subsequent loan to Assignor in the amount of \$600,000.00 ("Capital Loan") and to evidence the Capital Loan, Assignor executed on June 9, 2015 and delivered to Assignee its Revolving Capital Note in the principal amount of the Capital Loan (the "Capital Note").

C. WHEREAS, Assignor has applied to consolidate the Original Note with the Capital Note, increase the existing balance thereof, extend the Maturity Date of the Original Note, and modify the interest rate and monthly payment amount ("Amended Loan") and has executed (i) a Consolidation and Increase Promissory Note of even date herewith in the amount of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) which, among other things, consolidates the Original Note with the Capital Note, increase the existing balance thereof, modifies the interest rate and monthly payment amount and has a maturity date of April 1, 2022 ("Amended Note"), (ii) a First Amendment to Mortgage, dated of even date herewith, and (iii) various other loan documents ("Amended Loan Documents") in connection therewith.

D. WHEREAS, Orland Park Imports, Inc., Daniel K. Sunderland, and David Nocera (the "Guarantors") in order to induce Assignee to make the Original Loan and the Amended Loan requested by Assignor, have agreed to guarantee the repayment of the Original Loan, the Capital Loan and the Amended Loan and the performance by the Assignor of all terms of the Original Note, Capital Note, and the Amended Note, the Mortgage and the Assignment as hereby modified securing such Loans.

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

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 Assignment shall include the obligations of the Assignor under the Amended Note and the Amended Loan Documents given to Assignee on even date herewith, (b) the Amended Note shall be included in the definition of "Note" under the Assignment, and (c) this First Amendment shall be a "Security Agreement" under the Assignment. The Assignment shall also secure the performance of Assignor and Guarantors under any agreement or loan document evidencing wholesale inventory financing or capital loan financing with Assignee, including but not limited to the Capital Note under Loan No. 25622 in the original principal amount of \$4,700,000.00, the Capital Note under Loan No. 25623 in the original principal amount of \$800,000.00, and the Capital Note under Loan No. 25956 in the original principal amount of \$600,000.00

2. The Assignor hereby acknowledges and reaffirms its assignment of the Leases under the Assignment.

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

4. Nothing contained herein shall in any way impair the Original Note, the Capital Note 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, Assignment, or Capital Note, 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. GOVERNING LAW. THIS AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE ORIGINAL ASSIGNMENT.

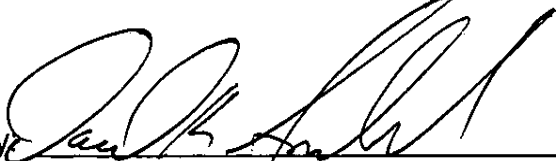
6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

ASSIGNOR:

ORLAND PARK DD, LLC,
an Illinois limited liability company

By 

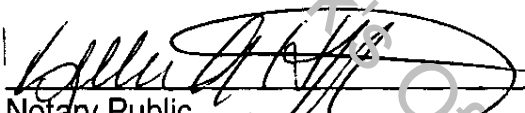
Name: Daniel K. Sunderland
Its: Member

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Cumberland)

The foregoing instrument was acknowledged before me this 21st day of April, 2017, by Daniel K. Sunderland, the member of **ORLAND PARK DD, LLC**, an Illinois limited liability company, on behalf of the company.


Notary Public
Cumberland County,
Commonwealth of Pennsylvania
My commission expires: April 22, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KELLIE A. HOFFMAN, Notary Public
Silver Spring Twp., Cumberland County
My Commission Expires April 22, 2018

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EXHIBIT A

LEGAL DESCRIPTION

Land Situated in the City of Orland Park in the County of Cook in the State of Illinois:

Parcel 1:

Lot 2 of 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 in Cook County, Illinois.

Parcel 2:

Lot 3 in 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, in Cook County, Illinois, also part of the South 500 feet of the East 1/2 of the Southwest 1/4 of said Section 14 all in Cook County, Illinois.