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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/17/2017 04:08 PM PG: 1 OF 6

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FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (2)

Dated: July 29, 2017

Assignor:

JONES CHICAGO REAL
PROPERTY 1, LLC
1520 West North Avenue
Chicago, Illinois 60642

Assignee:

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

Mortgaged Property:

Common Address: 1523 W. North Avenue, Chicago, Illinois

Property Tax Index No.: 17-05-101-001-0000, 17-05-101-003-0000, 17-05-101-004-0000, 17-05-101-005-0000, 17-05-101-006-0000, 17-05-101-007-0000, 17-05-101-049-0000, 17-05-101-050-0000, 17-05-101-080-0000

Prepared by:

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

When recorded, please return to:

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(248) 433-7200~~

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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 29 day of July, 2017, by and between **JONES CHICAGO REAL PROPERTY 1, LLC**, an Illinois limited liability company, having an address at 1111 North Clark Street, Chicago, Illinois 60610 ("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 \$30,000,000.00 ("Original Loan") and on November 23, 2015, to evidence the Original Loan, Assignor executed and delivered to Assignee its Construction 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 Chicago, Cook County, State of Illinois which Mortgage was recorded on December 7, 2015, as Document No. 1534117013, Cook 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 December 7, 2015, as Document No. 1534117012, Cook County, Illinois Records.

B. WHEREAS, Assignor has applied to convert the Original Loan to a permanent loan, extend the Maturity Date and modify the interest rate and monthly payment amount of the Original Note ("Amended Loan") and has executed (i) a Fixed Rate Promissory Note of even date herewith in the amount of Twenty-Seven Million Eight Hundred Fifty-Five Thousand One Hundred Twenty-One and 17/100 Dollars (\$27,855,121.17) which, among other things, modifies the interest rate and monthly payment amount and has a maturity date of July 1, 2022 ("Amended Note") and (ii) various other loan documents ("Amended Loan Documents") in connection therewith.

C. WHEREAS, Fletcher Jones Midwest Automotive, Ltd., LLC and Vista Motors, Ltd., LLC (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 and the Amended Loan and the performance by the Assignor of all terms of the Original Note, the Amended Note and the Assignment as hereby modified securing such Loans.

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

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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.

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 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 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. GOVERNING LAW. THIS AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE ORIGINAL MORTGAGE.

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.

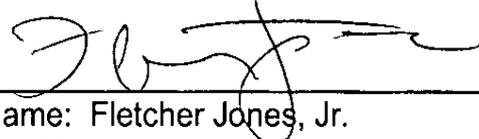
[Signatures on Following Pages]

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

ASSIGNOR:

JONES CHICAGO REAL PROPERTY 1, LLC,
an Illinois limited liability company

By: 
Name: Fletcher Jones, Jr.
Its: Manager

Property of Orange County

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On July 12, 2017 before me, Judy A. Davenport, Notary Public
Here Insert Name and Title of the Officer

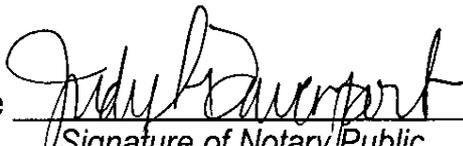
personally appeared Fletcher Jones, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(SEAL)

Signature 
Signature of Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Land Situated in the City of Chicago in the County of Cook in the State of IL

Lots 5 to 11 in STARR'S SUBDIVISION of the Northeast 1/4 of Block 5 in CANAL TRUSTEES' SUBDIVISION, Subdivision of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, Also;

That part of Lots 2, 3 and 4 in Block 5 in STARR'S SUBDIVISION of the Northeast 1/4 of Block 5 in CANAL TRUSTEES' SUBDIVISION of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

That part of Lots 2, 3 and 4, lying Southwesterly of a line drawn from a point on the West line of said Lot 4, said point being 110.00 feet North of the Southwest corner of said Lot 4, (as measured along the West line) to a point on the South line of said Lot 2, said point being 15.00 feet East of the Southwest corner of said Lot 2, (as measured along the South line), in Cook County, Illinois.