

Illinois Anti-Predatory Lending Database Program

Doc#: 2011907193 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 04/28/2020 11:46 AM Pg: 1 of 8

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 27-14-313-027-0000

Address:

Street: 8430 and 8470 W 159th St

Street line 2:

City: Orland Park

State: IL

ZIP Code: 60462

Lender: Mercedes-Benz Financial Services USA, LLC

Borrower: Orland Park DD, LLC

Loan / Mortgage Amount: \$11,516,596.53

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

FIDELITY NATIONAL TITLE DC 20012270

Certificate number: CED857F4-1618-499A-AA92-9194D654A695

Execution date: 4/13/2020

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Space above this line for recorder's use only

SECOND AMENDMENT TO MORTGAGE

Dated: April 13, 2020

Mortgagor:

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

Mortgagee:

**MERCEDES-BENZ FINANCIAL
SERVICES USA LLC**
30455 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, 27-14-313-037-0000

Prepared by:

Stephen E. Dawson, Esq.
Dickinson Wright PLLC
2600 West Big Beaver Rd.
Suite 300
Troy, MI 48084
(248) 433-7200

When recorded, please return to:

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FIDELITY NATIONAL TITLE CC 2001 2270

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SECOND AMENDMENT TO MORTGAGE

THIS SECOND AMENDMENT TO MORTGAGE ("Second Amendment"), made and entered into this 13 day of April, 2020, by and between **ORLAND PARK DD, LLC**, an Illinois limited liability company, having an address at 8430 W. 159th Street, Orland Park, Illinois 60462 ("Mortgagor"), and **MERCEDES-BENZ FINANCIAL SERVICES 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 made a loan to Mortgagor in the amount of \$15,000,000.00 ("Original Loan") and to evidence the Original Loan, Mortgagor executed on September 10, 2013 and delivered to Mortgagee its Fixed Rate Promissory Note ("Original Note") in the principal amount of the Original Loan, a Mortgage ("Original 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 "Original 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, Mortgagee made a subsequent loan to Mortgagor in the amount of \$600,000.00 ("Capital Loan") and to evidence the Capital Loan, Mortgagor executed on June 9, 2015 and delivered to Mortgagee its Revolving Capital Note in the principal amount of the Capital Loan (the "Capital Note").

C. WHEREAS, Mortgagor 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 executed on April 27, 2017 (i) a Consolidation and Increase Promissory Note in the amount of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) which, among other things, consolidated the Original Note with the Capital Note, increased the existing balance thereof, modified the interest rate and monthly payment amount and has a maturity date of April 1, 2022 ("Amended Note"), (ii) a First Amendment to Mortgage (the Original Mortgage as so amended, the "Mortgage") and a First Amendment to Assignment of Leases and Rents (the Original Assignment as so amended, the "Assignment"), and (iii) various other loan documents ("Amended Loan Documents") in connection therewith.

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D. WHEREAS, Mortgagor has applied to, among other things, extend the Maturity Date of the Amended Note and reduce the interest rate ("Second Amended Loan") and has executed on even date herewith (i) an Amended and Restated Promissory Note in the amount of Eleven Million Five Hundred Sixteen Thousand Five Hundred Ninety-Six and 53/100 Dollars (\$11,516,596.53) which reduces the interest rate and has a Maturity Date of April 1, 2025 ("Second Amended Note"), (ii) a First Amendment to Assignment of Leases and Rents, and various other loan documents in connection therewith ("Second Amended Loan Documents").

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

F. WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage as provided for below in order to secure the Second 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, Mortgagor and Mortgagee hereby agree as follows:

1. (a) The obligations secured by the Mortgage shall include the obligations of the Mortgagor under the Second Amended Note and the Second Amended Loan Documents given to Mortgagee on even date herewith, (b) the indebtedness evidenced by the Second Amended Note shall be included in the definition of "Mortgage Indebtedness" under the Mortgage, (c) the Second Amended Note shall be included in the definition of "Note" under the Mortgage, and (d) the Second Amended Note, the Second Amended Loan Documents and this Second Amendment and all of the documents, agreements and instruments between the Mortgagor and any Guarantor and the Mortgagee shall be considered a "Loan Document" as defined in the Mortgage. The Mortgage shall also secure any and all current and future indebtedness of Mortgagor or Orland Park Imports, Inc. to Mortgagee, including without limitation, the performance of Mortgagor and Guarantors under any agreement or loan document evidencing wholesale inventory financing or capital loan financing with Mortgagee, including but not limited to the Capital Note under Loan No. 26481 and Revolving Line of Credit No. 25955.

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 Mortgagor promises and agrees to fulfill all of the terms contained in the Mortgage as modified hereby.

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4. Nothing contained herein shall in any way impair the Original Note, the Capital Note, the First Amended 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 Original Note, the Capital Note, the First Amended Note or 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.

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

6. Counterparts. This Second 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 the Following Pages]

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

MORTGAGOR:

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 13th day of April, 2020, 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, 2022

Commonwealth of Pennsylvania - Notary Seal
Kellie A. Hoffman, Notary Public
Cumberland County
My commission expires April 22, 2022
Commission Number: 1072835

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MORTGAGEE:

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

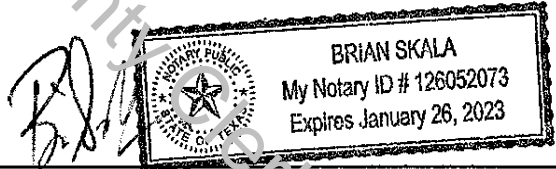
By: 
Name: _____
Its: Steve Brugnoli
Mercedes-Benz Financial Services USA LLC
Regional Dealer Credit Manager

Property of Cook County Notary Public's Office

ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS.
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 3 day of April, 2020, by BRIAN SKALA, the Title Rep. of **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, a Delaware limited liability company, on behalf of the company.



Notary Public, Tarrant County,
State of Texas
My Commission Expires: 1/26/23

DRAFTED BY AND WHEN RECORDED RETURN TO:

Stephen E. Dawson, Esq.
Dickinson Wright PLLC
2600 West Big Beaver Road
Suite 300
Troy, Michigan 48084
(248) 433-7214

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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.