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Edward M. Moody
Cook County Recorder of Deeds
Date: 04/28/2020 11:46 AM Pg: 1 of 7

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SECOND AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

Dated: April 13, 2020

Assignor:

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

Assignee:

**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:

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SECOND AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS SECOND AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS ("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 ("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 ("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, 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 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 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.

D. WHEREAS, Assignor has applied to, among other things, extend the

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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 Second Amendment to Mortgage, and (iii) 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 Assignee to make the Second Amended Loan requested by Assignor, have agreed to guarantee the repayment of the Second Amended Loan and the performance by the Assignor of all terms of the Second Amended Note, the Mortgage and the Assignment as heretofore and hereby modified securing such Loans.

F. WHEREAS, Assignor and Assignee desire to amend the Assignment as provided for below in order to secure the Second 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 Second Amended Note and the Second Amended Loan Documents given to Assignee on even date herewith, (b) the Second 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 any and all current and future indebtedness of Assignor or Orland Park Imports, Inc. to Assignee, including without limitation, 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. 26481 and Revolving Line of Credit No. 25955.

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, the First Amended 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,

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duties or remedies under the Original Note, the Capital Note, the First Amended Note or the 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 ASSIGNMENT.

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 Following Pages]

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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.