

Illinois Anti-Predatory  
Lending Database  
Program

Doc#: 2035013325 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 12/15/2020 02:22 PM Pg: 1 of 7

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

The property identified as: **PIN:** 17-05-413-005-0000

**Address:**

**Street:** 949 North Elston Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60642

**Lender:** Mercedes-Benz Financial Services USA LLC, a Delaware limited liability company

**Borrower:** Jones Chicago Real Property II, LLC, an Illinois limited liability company

**Loan / Mortgage Amount:** \$58,838,814.31

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.

**Certificate number:** 8E2AACAC-88F6-4D0C-8640-52B263EC9597

**Execution date:** 10/13/2020

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## **FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS ("First Amendment"), made and entered into this 13 day of October, 2020, by and between **JONES CHICAGO REAL PROPERTY II, LLC**, an Illinois limited liability company, having an address at 949 N. Elston Avenue, Chicago, Illinois 60642 ("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 \$75,000,000.00 ("Original Loan") and on September 16, 2014, to evidence the Original Loan, Mortgagor executed and delivered to Mortgagee its Construction and Permanent Loan Promissory Note, which was amended by that certain Amended and Restated Construction and Permanent Loan Promissory Note dated April \_\_\_\_\_, 2016, and that certain Second Amended and Restated Construction and Permanent Loan Promissory Note dated September 19, 2016 ("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 Cook County, State of Illinois which Mortgage was recorded on September 17, 2014, as Document No. 1426019130, 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 September 16, 2014, as Document No. 1426019131, Cook County, Illinois Records.

B. WHEREAS, Mortgagor has applied to increase the existing balance, extend the Maturity Date and modify the interest rate and monthly payment amount of the Original Note ("Amended Loan") and has executed on even date herewith (i) a Third Amended and Restated Promissory Note in the amount of Fifty-Eight Million Eight Hundred Thirty-Eight Thousand Eight Hundred Fourteen and 31/100 Dollars (\$58,838,814.31) which, among other things, increases the existing balance under the Original Note, modifies the interest rate and monthly payment amount and has a

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maturity date of April 1, 2036 ("Amended Note") and (ii) various other loan documents ("Amended Loan Documents") in connection therewith.

C. WHEREAS, (i) Vista Motors, Ltd., LLC, (ii) Fletcher Jones of Chicago, Ltd., LLC, (iii) Fletcher Jones Midwest Automotive, Ltd., LLC and (iv) Jones Chicago Real Property 1, LLC (the "Guarantors") in order to induce Mortgagee to make the Original Loan and the Amended Loan requested by Mortgagor, have agreed to guarantee the repayment of the Original Loan and the Amended Loan and the performance by the Mortgagor of all terms of the Original Note, the Amended Note, the Mortgage and the Assignment as hereby modified securing such Loans.

D. WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage and Assignment as provided for below in order to secure the 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 and Assignment shall include the obligations of the Mortgagor under the Amended Note and the Amended Loan Documents given to Mortgagee on even date herewith, (b) the indebtedness evidenced by the Amended Note shall be included in the definition of "Mortgage Indebtedness" under the Mortgage, (c) the Amended Note shall be included in the definition of "Note" under the Mortgage and Assignment, (d) the Amended Note, the Amended Loan Documents and this First 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, and (e) this First Amendment shall be a "Security Agreement" under the Assignment.

2. Section 32 of the Mortgage is hereby amended to change the address of Mortgagor to 949 N. Elston Avenue, Chicago, Illinois 60642.

3. The Mortgagor hereby acknowledges and reaffirms (a) 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 and (b) its assignment of the Leases under the Assignment.

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

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5. Nothing contained herein shall in any way impair the Original Note, the Mortgage 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, Mortgage 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.


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

7. 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.

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

**MORTGAGOR:**

**JONES CHICAGO REAL PROPERTY II, LLC,**  
an Illinois limited liability company

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

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## ACKNOWLEDGMENT

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 October 8, 2020 before me, Shelley Christensen, 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.



Signature Shelley Christensen  
Signature of Notary Public

(SEAL)

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**MORTGAGEE:**

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

By: Andrew R. Willis  
Name: Andrew R. Willis  
Its: Regional Dealer Credit Manager

**ACKNOWLEDGEMENT**

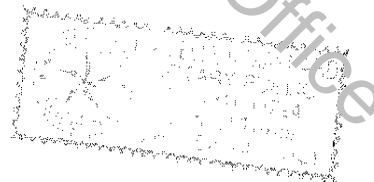
STATE OF TEXAS )  
                                          ) SS.  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 14 day of September, 2020, by Andrew R. Willis, the RDCM of **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, a Delaware limited liability company, on behalf of the company.

Darville K. Maynard  
Notary Public, Tarrant County,  
State of Texas  
My Commission Expires: 04-18-2021

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

#### PARCEL 1:

PART OF BLOCKS, 1, 4, 5 AND 10 IN ELSTON ADDITION TO CHICAGO, VACATED MAY STREET LYING BETWEEN SAID BLOCKS 5 AND 10, VACATED CARPENTER STREET LYING BETWEEN SAID BLOCKS 4 AND 5 AND PART OF VACATED CORNELL STREET LYING SOUTH OF SAID BLOCK 4 IN ELSTON ADDITION TO CHICAGO, PART OF LOTS 5 AND 6 IN BLOCK 6 IN WIGHT'S ADDITION TO CHICAGO, PART OF LOTS 1 AND 2 IN BLOCK 7 IN WIGHT'S ADDITION TO CHICAGO AND PART OF VACATED DIX STREET LYING BETWEEN SAID BLOCKS 6 AND 7 IN WIGHT'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 7 OF WIGHT'S ADDITION TO CHICAGO; THENCE SOUTH 39 DEGREES 43 MINUTES 11 SECONDS WEST 58.49 FEET; THENCE NORTH 76 DEGREES 24 MINUTES 56 SECONDS WEST, 18.64 FEET TO THE POINT OF BEGINNING THENCE NORTH 76 DEGREES 24 MINUTES 56 SECONDS WEST 363.16 FEET; THENCE 653.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,021.84 FEET AND A LONG CHORD SUBTENDED BEARING NORTH 70 DEGREES 22 MINUTES 26 SECONDS WEST 650.26 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 249.10 FEET; THENCE NORTH 88 DEGREES 49 MINUTES 03 SECONDS EAST, 280.96 FEET; THENCE SOUTH 72 DEGREES 51 MINUTES 03 SECONDS EAST, 799.35 FEET; THENCE SOUTH 13 DEGREES 47 MINUTES 08 SECONDS WEST, 332.49 FEET TO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE ACCESS AND ROAD EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 0822118081 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND TO CONSTRUCT, INSTALL, REPAIR, MAINTAIN AND REPLACE PUBLIC UTILITIES OVER AND UPON A PARCEL OF LAND DESCRIBED ON EXHIBIT "C" ATTACHED THERETO.