

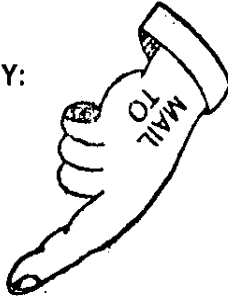
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2000-10-03 10:45:46
Cook County Recorder 25.50

RECORDATION REQUESTED BY:

CIB Bank
900 E. Higgins Road
Elk Grove Village, IL 60007



WHEN RECORDED MAIL TO:

CIB Bank, 161 N. Clark, Suite 165
~~900 E. Higgins Road~~
~~Elk Grove Village, IL 60007~~
Chicago, IL 60601

FOR RECORDER'S USE ONLY

This Modification of Assignment of Rents prepared by:

CIB Bank
900 E. Higgins Road
Elk Grove Village, IL 60007

MODIFICATION OF ASSIGNMENT OF RENTS

LaSalle Bank National Association f/k/a LaSalle National Bank successor trustee to
THIS MODIFICATION OF ASSIGNMENT OF RENTS IS DATED MAY 1, 2000, BETWEEN LaSalle National Trust N.A. Successor Trustee to LaSalle National Bank, Trustee, (referred to below as "Grantor"), whose address is 135 S. LaSalle, Chicago, IL 60603; and CIB Bank (referred to below as "Lender"), whose address is 101 N. Wolf Road, P.O. Box 666, Hillside, IL 60162.

ASSIGNMENT OF RENTS. Grantor and Lender have entered into an Assignment of Rents dated December 6, 1995 (the "Assignment of Rents") recorded in Cook County, State of Illinois as follows:

Recorded on December 8, 1995 with the Cook County Recorder's Office as Document No. 95856051

REAL PROPERTY DESCRIPTION. The Assignment of Rents covers the following described real property (the "Real Property") located in County, State of Illinois:

LOTS 29 THROUGH 37 INCLUSIVE IN LEHMANN'S DIVERSEY BOULEVARD ADDITION IN THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2700 North Lehmann Court located in Chicago, IL 60614.

Grantor and Lender hereby modify the Assignment of Rents as follows:

UNDER "NOTE" CHANGE TO READ AS FOLLOWS:

The word "Note" means the promissory note or credit agreement dated December 6, 1995 in the original principal amount of \$2,650,000.00 and Promissory Note dated May 1, 2000 in the original principal amount of \$150,000.00 from V & N Limited Partnership d/b/a Lehmann Sports Club to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreement.

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MODIFICATION OF ASSIGNMENT OF RENTS

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(Continued)

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Assignment of Rents shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Assignment of Rents as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Assignment of Rents (the "Note"). It is the intention of Lender to retain as liable all parties to the Assignment of Rents and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Assignment of Rents does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF ASSIGNMENT OF RENTS, AND EACH GRANTOR AGREES TO ITS TERMS.

LaSalle Bank National Association f/k/a LaSalle National Bank successor
GRANTOR: LaSalle National Trust, N. A. Successor Trustee to LaSalle National Bank, successor Trustee

as trustee and not personally under trust no. 24-7538-000,
 X Nancy A. Carlin
 Authorized Signature Asst. Vice President

This instrument is executed by LASALLE BANK NATIONAL ASSOCIATION, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions and conditions hereof shall be deemed to be performed by LASALLE BANK NATIONAL ASSOCIATION as Trustee, as aforesaid, and all the terms, provisions and conditions herein made are made on information said herein and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK NATIONAL ASSOCIATION by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

LENDER: CIB Bank

By: Michael Pavetta
 Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) ss
 COUNTY OF Cook)

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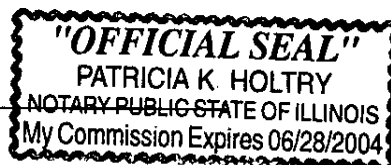
On this day before me, the undersigned Notary Public, personally appeared an Nancy A. Carlin, Asst. Vice President of LaSalle Bank National Association Authorized Representative of LaSalle National Trust, N.A. Successor Trustee to LaSalle National Bank, successor Trustee and known to me to be the person described in and who executed the foregoing Modification of Assignment of Rents, as the Authorized Representative of LaSalle National Trust, N.A. Successor Trustee to LaSalle National Bank, successor Trustee, and acknowledged that he or she executed the same as the free act and deed of said corporation and is acting for and on behalf of and as Authorized Representative of LaSalle National Trust, N.A. Successor Trustee to LaSalle National Bank, successor Trustee

Given under my hand and official seal this 28th day of September, ~~19~~ 2000

By Patricia K. Holtry

Notary public in and for the State of _____

My commission expires _____



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MODIFICATION OF ASSIGNMENT OF RENTS (Continued)

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LENDER ACKNOWLEDGMENT

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STATE OF IL)
)ss
COUNTY OF Cook)

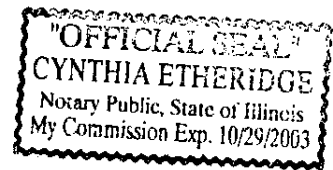
On this day before me, the undersigned Notary Public, personally appeared Michael L. Paolletta of **CIB Bank**, and that the seal affixed to the foregoing Modification of Assignment of Rents is the corporate seal of said corporation and that said Modification was signed and sealed on behalf of said corporation, by authority of its Board of Directors, said Michael L. Paolletta / Vice Pres. of **CIB Bank**, acknowledged said Modification to be the free act and deed of said corporation.

Given under my hand and official seal this 7 day of July, ~~19~~²⁰⁰⁰.

By Cynthia Etheridge

Notary Public in and for the State of ILLINOIS

My Commission expires 10/29/03



CLERK OF COOK COUNTY Clerk's Office