

FIRST AMENDMENT TO LEASE 785



THIS FIRST AMENDMENT TO LEASE (this "First Amendment") entered into as of February 2, 2000, by and between **THE VILLAGE OF BROADVIEW**, a municipal corporation ("Lessor"), and **AMALGAMATED BANK OF CHICAGO**, not personally but as Trustee under a Trust Agreement dated February 19, 1998, and known as Trust No. 5774 ("Lessee").

RECITALS

A. Lessor and Lessee are parties to that certain Lease dated July 16, 1998 (the "Lease"), pursuant to which Lessee leases from Lessor the vacant real property located at the southwest corner of 16th Avenue and Roosevelt Road in Broadview, Illinois (the "Existing Premises").

B. Lessor and Lessee have agreed that effective the date hereof, Lessor shall cease to lease to Lessee and Lessee shall cease to lease from Lessor a portion of the Existing Premises.

C. Accordingly, Lessor and Lessee desire to amend the Lease.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Premises.** Effective as of the date hereof, the legal description of the Existing Premises set forth in Exhibit "A" of the Lease is deleted and replaced with the legal description set forth in Exhibit "A" attached to this First Amendment, which legal description describes the real property which shall be the "Property" for all purposes of the Lease.

2. **Ratification of Lease.** Except as and to the extent amended by this First Amendment, the Lease and all of the terms, conditions and provisions thereof shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

3. **Conflict or Inconsistency.** In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this First Amendment, the provisions of this First Amendment shall control.

4. **Binding Effect.** This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

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5. **Governing Law.** This First Amendment shall be governed by and construed under the laws of the State of Illinois.
6. **Defined Terms.** All undefined capitalized terms used herein shall have the respective meanings given such terms in the Lease.
7. **Counterparts.** This First Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall together constitute but one and the same instrument.
8. **Trustee Exculpation.** It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Amalgamated Bank of Chicago, as Trustee of Trust No 5774, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by such Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Amalgamated Bank of Chicago or from time to time under the Trust Agreement for Trust No 5774, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the date first above written.

VILLAGE OF BROADVIEW, a municipal corporation

By: Henry Sienicki
Its: Village President

Attest:

Michael C. Saminski
Village Clerk

AMALGAMATED BANK OF CHICAGO,
not personally but solely as trustee of Trust
No. 5774 as aforesaid

By: See counterpart
Its: _____
Lessee

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IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the date first above written.

VILLAGE OF BROADVIEW, a municipal corporation

By: see counterpart
Its: _____

Attest:

Village Clerk

AMALGAMATED BANK OF CHICAGO,
not personally but solely as trustee of Trust
No. 5774 as aforesaid

IRVING B. POLAKOW

By: [Signature]
Its: SENIOR VICE PRESIDENT
Lessee

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Exhibit A

Legal Description

Lot 15 (except the South 126 feet thereof) in Broadview, a Subdivision of the North East Quarter (1/4) of Section 22, and the East Half (1/2) of the North West Quarter (1/4) of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: Southwest corner of 16th Avenue and Roosevelt Road, Broadview, Illinois

PIN: ^{part of} 15-22-200-026-0000