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2000-02-14 12:45:27

Cook County Recorder

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CIB Bank

900 E. Higgins Road

Elk Grove Village, IL 60007

WHEN RECORDED MAIL TO

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

RECORDER

EUGENE "GENE" MOORE

ROLLING MEADOWS



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

THIS MODIFICATION OF ASSIGNMENT OF RENTS IS DATED January 18, 2000, BETWEEN American National Bank and Trust Company of Chicago, Successor Trustee to American National Bank of Arlington Heights, (referred to be own as "Grantor"), whose address is 33 North La Salle Street, Chicago, IL 60690; and CIB Bank (referred to below as "Lender"), whose address is 900 E. Higgins Road, Elk Grove Village, IL 60007.

ASSIGNMENT OF RENTS. Grantor and Lengler have entered into an Assignment of Rents dated July 31, 1997 (the "Assignment of Rents") recorded in Cook County, State of Illinois as follows:

Recorded on September 2, 1997 with the Cook County Recorder's Office as Document No. 97-643377.

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

LOT 7 IN GULLO INTERNATIONAL CONTEMPORARY PARF BEING A RESUBDIVISION OF LOT 230 IN HIGGINS INDUSTRIAL PART UNIT 165, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE NORTH 220.0 FEET OF THE EAST 420.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1240 Landmeier Road located in File Grove Village, IL 60007. The Real Property tax identification number is 08-27-400-093-0000.

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

UNDER "NOTE", CHANGE FIRST SENTENCE TO READ AS FOLLOWS:

The word "Note" means credit agreement or standby letter of credit dated July 31, 1998, reference no. 50003922, in the original principal amount of \$292,870.00, with a current balance of \$270,000.00 and standby letter of credit dated January 18, 2000, reference no. 2323107, in the original principal amount of \$475,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the credit agreement or standby letter of credit.

ICATION OF ASSIGNMENT OF RENTS

(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 nonsigning person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver analies 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 REMASS, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR: American National Bank and Trust Company of Chicago, Successor Trustee to American National Bank of Arlington Heights under Trust Agreement dated 8/24/84 and known as Trust No. A-1478, and not individually.

Authorized Signer

LENDER: CIB Bank

Authorized Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations. covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF

SS

On this day before me, the undersigned Notary Public, personally appeared an Authorized Signer, to me known to be the individual described in and who executed the foregoing Modification of Assignment of Rents and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this

Notary public in and for the State of

My commission expires

"OFFICIAL SEAL" DARLA VAN AUKEN .

Notary Public, State of Illinois My Commission Expires 05/06/03 &ccoccccccccccccc

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MODIFICATION OF ASSIGNMENT OF RENTS (Continued)

Page 3

LENDER ACKNOWLEDGMENT STATE OF)ss **COUNTY OF** (this day) before me, the undersigned Notary Public, personally appeared elletter 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 this Kellutteri CIB Bank, acknowledged said Modification to be the free act and deed of said corporation. Given under my hand and official seal this Notary Public in and for the State Notary Public, St. My Commission My Commission expires Clort's Office

STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Dorothy A. Denning, an Assistant Vice President of American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said association, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the voluntary act of said association for the uses and purposes therein set forth.

Given under my hand and notaria' seal this 21st day of January ,2000.

Notary Public

My Commission Expires:

"OFFICIAL SEAL"

Joan Wilson
Notary Public, Stole of Illinois

My Commission Expires eb. 3 2002