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2002-06-12 16:55:07
Cook County Recorder 33.50

This instrument prepared by and
after recording mail to:

Glenn D. Taxman, Esq.
Much Shelist et al.
200 North LaSalle, Suite 2100
Chicago, Illinois 60601



0020659874

AMENDMENT NO. 1 TO ASSIGNMENT OF LEASES AND RENTS - TRUST NO. 12950

This Amendment No. 1 to Assignment of Leases and Rents - Trust No. 12950 (the "**Amendment**") is made and entered into as of May 31, 2002 (the "**Amendment Date**") by HARRIS BANK PALATINE, N.A., as successor Trustee to Harris Bank Roselle, not individually, but solely as Trustee u/t/a dated June 14, 1989 a/k/a Trust No. 12950 ("**Assignor**"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("**Assignee**").

RECITALS

A. Assignor previously executed in favor of Assignee a certain Assignment of Leases and Rents - Trust No. 12950 dated as of April 9, 1998 and recorded on May 12, 1998 with the Cook County Recorder as Document No. 98391492 (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereon, the "**Assignment**"), encumbering certain real estate legally described in attached and incorporated **Exhibit A**;

B. Assignor and Assignee now desire to amend the Assignment to reflect, among other things, the cross collateralization and cross defaulting of certain other loan facilities made available by Assignee; and

C. All capitalized terms not otherwise defined in this Amendment have the meanings ascribed to them in the Assignment.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained the parties agree that the Assignment is hereby modified as follows:

1. Delete existing Section 1.03 of the Assignment entitled "This Assignment" in its entirety, and substitute the following in its place:

"This Assignment.

(A) To induce Assignee to (i) enter into the Loan Agreement, (ii) make the loans which are the subject of the Notes, (iii) make that certain loan to Marchese, LLC, an Illinois limited liability company ("**Marchese LLC**"), in the principal amount of \$350,000.00 as evidenced by that certain Term Note dated February

26, 1999 executed by Marchese LLC in favor Assignee (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the "LLC Note"), and (iv) make that certain loan to MDM Design, Inc. ("MDM Design"), in the principal amount of \$50,000.00 as evidenced by that certain Amended and Restated Revolving Note dated May 31, 2002 executed by MDM Design in favor Assignee (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the "MDM Design Note"); and

- (B) As security for (i) the repayment of the Notes, the LLC Note and the MDM Design Note, (ii) the payment and performance of the Guaranties, and (iii) the payment and performance of all other indebtedness, obligations and liabilities of Assignor and/or the Beneficiary and/or MDM and/or Marchese LLC and/or MDM Design and/or Marsha Marchese to Assignee, howsoever created, arising or evidenced, and whether now existing or hereafter arising, including, but not limited to, under the Loan Agreement and any document entered into or given pursuant to the Loan Agreement or the MDM Loan Agreement and any document entered into or given pursuant to the MDM Loan Agreement (all of the indebtedness, liabilities and obligations referenced in this Section 1.03 are collectively referred to as the "Obligations"),

Assignor has agreed to execute and deliver this Assignment to Assignee. This Assignment is given as equal security for all of the Obligations without preference or priority of any part of the Obligations by reason of priority of time or of the negotiation thereof or otherwise."

2. Section 4.01 of the Assignment entitled "Events of Default" is amended by adding the following as subparagraphs (f) and (g):

- "(f) Marchese LLC or MDM Design or TBZ Tech, Inc. ("TBZ") fails to pay when due any amount owed by Marchese LLC or MDM Design or TBZ to Assignee under: (i) the LLC Note, or (ii) the MDM Design Note, or (iii) that certain Amended and Restated Revolving Note dated February 1, 2002 made by TBZ in favor of Assignee (the "TBZ Note"); or
- (g) Any other default or event of default (however such terms are defined) under (i) the LLC Note, or (ii) the MDM Design Note, or (iii) the TBZ Note, or any documents executed in connection with the foregoing notes."

Except as specifically amended hereby, the Assignment is hereby ratified and confirmed and remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Mortgage and Security Agreement – Trust No. 12950 as of the Amendment Date.

MORTGAGOR:

HARRIS TRUST AND SAVINGS BANK F/K/A

HARRIS BANK PALATINE, N.A.,

as successor Trustee to Harris Bank Roselle, not individually, but solely as Trustee u/t/a dated June 14, 1989 a/k/a Trust No. 12950

By: Mary M. Bray
Name: Mary M. Bray, Trust Officer
Title: _____

ATTEST:

By: Kristin A. Starns
Name: Kristin A. Starns, Land Trust Administrator
Title: _____

MORTGAGEE:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: Peter Olsen
Name: Peter Olsen
Title: FVP

SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Peter Olsen, a FVP of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is described to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of ~~May~~^{June}, 2002.

Karan O'Grady
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

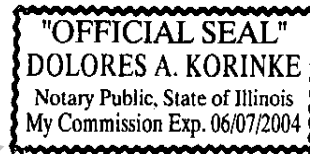
I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Mary M. Bray, Trust Officer, land trust officer, and Kristin A. Slams, Land Trust Administrator, a _____ of Harris Bank Palatine, N.A., personally known to be to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary act and as the free and voluntary act of Harris Bank Palatine, N.A., in its capacity as trustee aforesaid, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 30th day of May, 2002.

SEAL

Dolores A. Korinke

Notary Public



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EXHIBIT A

Legal Description

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Lot One in Just pants Resubdivision of Lot Two in Rohlwing Grove unit Number four, Being a Subdivision of part of the South Half of Section Thirty One, Township Forty-One North, Range Eleven, East of the Third Principal Meridian, Recorded February 23, 1978 as document Number LR3000931 and said Resubdivision registered in the Office of the Registrar of Titles on December 31, 1985 as Document Number LR3487187, all in Cook County, Illinois.

Property Address: 1040 Bonaventure Drive, Elk Grove Village

PIN: 08-31-400-041

Property of Cook County Clerk's Office

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EXCULPATORY RIDER

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated 6/14/89 and known as Trust no. 12950, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of a conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.