

# UNOFFICIAL COPY

03079624

## AMENDED ASSIGNMENT OF RENTS AND LEASES

THIS AMENDED ASSIGNMENT OF RENTS AND LEASES (the "Amendment"), dated as of the 16th day of December, 1993, by and between American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated December 10, 1986 and known as Trust Number 100670-07 ("Assignor") and the Conant Family Partnership, an Illinois general partnership (the "Assignee"),

\$39.00

TRAN 8935 12/30/93 11:49:00

WITNESSETH:

\*-03-079624  
COOK COUNTY RECORDER

WHEREAS, on December 22, 1988, Assignor executed and delivered its certain Promissory Note ("Initial Note") in the original principal amount of \$3,500,000, payable to the order PHOENIX MUTUAL LIFE INSURANCE COMPANY now known as PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY, a New York corporation ("Original Lender"), payable as set forth therein; and

WHEREAS, to secure payment of the Initial Note, Assignor executed and delivered its certain Assignment of Rents and Leases, with respect to certain property located in Chicago, Cook County, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Initial Assignment"), which Initial Assignment was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 22, 1988 as Document Number 86080004 and re-recorded January 10, 1989 as Document 89013271; and

WHEREAS, by a documents dated as of December 14 and December 15, 1993 and entitled "Assignment Agreement" and "Assignment of Loan Documents (the latter document being recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 21, 1993 as Document Number 93 ), Original Lender sold, transferred and assigned to Assignee all of Original Lender's rights, title, interest, benefits and indemnities under and in connection with the Loan Documents as defined in the Assignment Agreement, including, but not limited to, all payments due under the Initial Note and the Loan Documents accrued up to and including December 15, 1993; and

WHEREAS, Assignor and Assignee concurrently herewith have amended and restated the Initial Note to correctly reflect the agreements they have reached concerning the loan evidenced and secured by the Loan Documents, and desire to amend the Initial Assignment to reflect such agreements.

NOW, THEREFORE, in consideration of Ten and no/100 (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee do hereby agree that the Initial Assignment is hereby

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REAR 17

RETURN TO BOX 389 (MDM)

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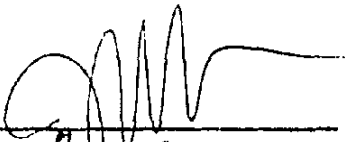
amended by deleting all references to "\$3,500,000" and substituting "\$1,100,000" in lieu thereof. Amended as set forth in the preceding sentence, the Initial Assignment remains in full force and effect in accordance with its terms.

This Amendment is executed by Assignor in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing in this Mortgage contained shall be construed as creating any liability whatsoever against said Trustee or its beneficiary, or their successors or assigns, personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and that all personal liability of said Trustee or its beneficiary, or their successors or assigns, of every sort, if any, is hereby expressly waived by Assignee, and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee or its beneficiary, or their successors or assigns, is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the real property as described in the Initial Assignment or any guarantor for the payment thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Amendment to be duly signed, sealed and delivered the day and year first above written.

ASSIGNOR:

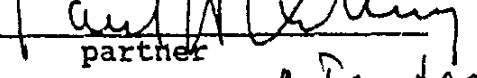
American National Bank and Trust Company of Chicago as Trustee as aforesaid

  
\_\_\_\_\_  
Asst Secy

By:   
Title: 2ND VP

ASSIGNEE:

Conant Family Partnership

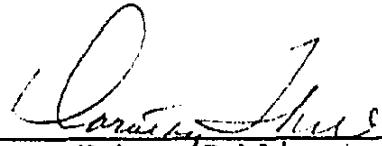
By:   
partner  
as Trustee

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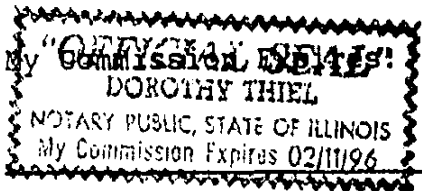
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ~~Robert Johnson~~ ~~J. MICHAEL WRELAN~~ ~~the~~ ~~VICE PRESIDENT~~ ~~ASSISTANT SECRETARY~~ of American National Bank and Trust Company of Chicago, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as ~~such~~ ~~VICE PRESIDENT~~ ~~ASSISTANT SECRETARY~~ appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of December, 1993.

  
\_\_\_\_\_  
Notary Public

Dorothy Thiel  
\_\_\_\_\_  
Type or Print Name



( S E A L )

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STATE OF ILLINOIS     )  
                              )  
COUNTY OF COOK       )     SS

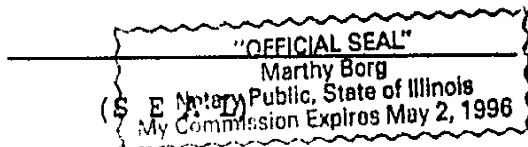
The undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Paul H. Vishny, the general partner of Conant Family Partnership, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of December, 1993.

Marthy Borg  
Notary Public

Marthy Borg  
Type or Print Name

My Commission Expires:



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EXHIBIT A  
TO  
AMENDMENT

THE LAND  
(Legal Description)

PARCEL 1:

LOTS 5, 6 AND 7 IN YOUNG'S RESUBDIVISION OF PART OF KINGSBURY TRACT IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR INGRESS AND EGRESS OVER THAT PART OF THE 18 FOOT PRIVATE ALLEY NORTH AND ADJOINING PARCEL 1 LYING EAST OF THE WESTERLY LINE OF LOT 7 EXTENDED NORTH, EXTENDING EASTERLY 175 FEET, MORE OR LESS, TO THE 18 FOOT PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.

Street Address: 372 West Ontario Street  
Chicago, Illinois 60610

P.I.N.: 17-09-127-015

THIS INSTRUMENT PREPARED BY:  
Michael D. Miselman, Esq.  
D'Ancona & Pflaum  
30 N. LaSalle Street  
Suite 2900  
Chicago, Illinois 60602

# UNOFFICIAL COPY

## AMENDED ASSIGNMENT OF RENTS AND LEASES

THIS AMENDED ASSIGNMENT OF RENTS AND LEASES (the "Amendment"), dated as of the 16th day of December, 1993, by and between American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated December 10, 1986 and known as Trust Number 100670-07 ("Assignor") and the Conant Family Partnership, an Illinois general partnership (the "Assignee"),

### W I T N E S S E T H:

WHEREAS, on December 22, 1988, Assignor executed and delivered its certain Promissory Note ("Initial Note") in the original principal amount of \$3,500,000, payable to the order PHOENIX MUTUAL LIFE INSURANCE COMPANY now known as PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY, a New York corporation ("Original Lender"), payable as set forth therein; and

WHEREAS, to secure payment of the Initial Note, Assignor executed and delivered its certain Assignment of Rents and Leases, with respect to certain property located in Chicago, Cook County, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Initial Assignment"), which Initial Assignment was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 22, 1988 as Document Number 86080004 and re-recorded January 10, 1989 as Document 89013271; and

WHEREAS, by a documents dated as of December 14 and December 15, 1993 and entitled "Assignment Agreement" and "Assignment of Loan Documents (the latter document being recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 21, 1993 as Document Number 93 ), Original Lender sold, transferred and assigned to Assignee all of Original Lender's rights, title, interest, benefits and indemnities under and in connection with the Loan Documents as defined in the Assignment Agreement, including, but not limited to, all payments due under the Initial Note and the Loan Documents accrued up to and including December 15, 1993; and

WHEREAS, Assignor and Assignee concurrently herewith have amended and restated the Initial Note to correctly reflect the agreements they have reached concerning the loan evidenced and secured by the Loan Documents, and desire to amend the Initial Assignment to reflect such agreements.

NOW, THEREFORE, in consideration of Ten and no/100 (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee do hereby agree that the Initial Assignment is hereby

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amended by deleting all references to "\$3,500,000" and substituting "\$1,100,000" in lieu thereof. Amended as set forth in the preceding sentence, the Initial Assignment remains in full force and effect in accordance with its terms.

This Amendment is executed by Assignor in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing in this Mortgage contained shall be construed as creating any liability whatsoever against said Trustee or its beneficiary, or their successors or assigns, personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and that all personal liability of said Trustee or its beneficiary, or their successors or assigns, of every sort, if any, is hereby expressly waived by Assignee, and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee or its beneficiary, or their successors or assigns, is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the real property as described in the Initial Assignment or any guarantor for the payment thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Amendment to be duly signed, sealed and delivered the day and year first above written.

ASSIGNOR:

American National Bank and Trust  
Company of Chicago as Trustee as  
aforesaid

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

Conant Family Partnership

By: Paul M. Conant  
partner  
as Trustee

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STATE OF ILLINOIS    )  
                          )  
COUNTY OF COOK        )    SS

The undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of American National Bank and Trust Company of Chicago, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of December, 1993.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name

My Commission Expires:

\_\_\_\_\_  
(S E A L)



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1 0 7 9 3 1

STATE OF ILLINOIS     )  
                              )     SS  
COUNTY OF COOK        )

The undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the general partner of Conant Family Partnership, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of December, 1993.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name

My Commission Expires:

\_\_\_\_\_  
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Street Address: 372 West Ontario Street  
Chicago, Illinois 60610

P.I.N.: 17-09-127-016

THIS INSTRUMENT PREPARED BY:  
Michael D. Miselman, Esq.  
D'Ancona & Pflaum  
30 N. LaSalle Street  
Suite 2900  
Chicago, Illinois 60602