

UNOFFICIAL COPY

0312511052
Eugene "Gene" Moore Fee: \$52.00
Cook County Recorder of Deeds
Date: 05/05/2003 03:34 PM Pg: 1 of 15

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Diana Y. Tsai, Esq.
Schwartz, Cooper, Greenberger & Krauss
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

This space reserved for Recorder's use only

SECOND MODIFICATION OF ASSIGNMENT OF RENTS AND LEASES

This SECOND MODIFICATION OF ASSIGNMENT OF RENTS AND LEASES (this "Modification") is dated as of March 1, 2003, by and among Chicago Title Land Trust Company, as Trustee under Trust No. 52076 dated May 3, 1968, and not individually ("Trustee No. 1"), Victor J. Cacciatore, Sr. ("Beneficiary No. 1"), Chicago Title Land Trust Company as Trustee under Trust No. 44551 dated June 8, 1962, and not individually ("Trustee No. 2"), Victor J. Cacciatore, Sr., Charlotte R. Cacciatore, Victor J. Cacciatore II, Trustee of The Cacciatore Children's Trust dated June 28, 1993, Joseph P. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 28, 1993, Peter C. Cacciatore, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000, Susan M. Lasek, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000 and Christopher P. Cacciatore, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000 (collectively, "Beneficiary No. 2"), LaSalle Bank National Association, as Trustee under Trust No. 24378 dated June 9, 1980, and not individually ("Trustee No. 3"), Victor J. Cacciatore, Sr. ("Beneficiary No. 3") and LaSalle Bank National Association, a national banking association ("Assignee"). Trustee Nos. 1, 2 and 3 and Beneficiary Nos. 1, 2 and 3 are sometimes collectively referred to as "Assignors".

WITNESSETH:

WHEREAS, Hunter Line LLC, an Illinois limited liability company ("Borrower"), Victor J. Cacciatore, Sr., as guarantor (in such capacity, "Guarantor"), and Assignee entered into that certain Credit Agreement dated as of August 31, 2001 (as amended, restated, modified or supplemented and in effect from time to time, "Credit Agreement"), pursuant to which Borrower executed and delivered to Assignee a Promissory Note in the face amount of \$20,000,000 (the "Note"), which evidenced a loan in the original principal amount of \$20,000,000 (the "Loan");

WHEREAS, Trustee No. 1, Trustee No. 2 and Trustee No. 3 hold fee simple title to the real estate commonly known as (i) 11211 West Cermak Road, Westchester, Illinois ("Parcel No. 1"), (ii) 521-25 and 549 South Wells Street, Chicago, Illinois (collectively, "Parcel No. 2") and

Box No. 341

UNOFFICIAL COPY

(iii) 527-29 South Wells Street, Chicago, Illinois (“**Parcel No. 3**”), respectively (collectively, the “**Premises**”), each of which is legally described on **Exhibit A** attached hereto;

WHEREAS, pursuant to the Credit Agreement, Assignors entered into, among other Collateral Documents (as defined in the Credit Agreement), that certain Assignment of Rents and Leases dated as of August 31, 2001 and recorded with the Cook County Recorder of Deeds on September 25, 2001 as Document No. 0010889911 (as amended, restated, modified or supplemented and in effect from time to time, the “**Assignment of Rents**”), made by Assignors in favor of Assignee;

WHEREAS, Borrower, Guarantor and certain other members and affiliates of Borrower (collectively, together with the Borrower and Guarantor, “**Obligors**”) and Assignee entered into that certain Loan Modification Agreement dated as of May 1, 2002 (the “**First Modification**”), which, among other things, (1) extended the maturity date of the Loan until May 1, 2003, (2) modified the interest rate applicable to the Note and (3) established a standby letter of credit facility;

WHEREAS, pursuant to the First Modification, Assignors entered into, among other Collateral Documents, that certain Modification of Assignment of Rents and Leases dated as of May 1, 2002 and recorded with the Cook County Recorder of Deeds on August 5, 2002 as Document No. 0020854866;

WHEREAS, Obligors and Assignee are entering into that certain Second Loan Modification Agreement dated of even date herewith (the “**Second Modification**”), which, among other things: (1) increases the Commitment Amount (as defined in the Credit Agreement) from \$20,000,000 to \$25,000,000, (2) extends the maturity date of the Loan from May 1, 2003 to March 1, 2004 and (3) allows for the substitution of the Note (as defined in the Credit Agreement) with a Replacement Promissory Note (the “**Replacement Note**”) in the stated principal amount of \$25,000,000; and

WHEREAS, it is a condition precedent to Assignee’s willingness to take such actions set forth in the Second Modification that Assignors execute and deliver to Assignee this Modification.

NOW, THEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Modification and not otherwise defined herein are used with the meanings given such terms in the Credit Agreement, as amended.

2. **Modification.** The Assignment of Rents is hereby modified and amended to reflect the terms contained in the Second Modification, including, without limitation, the following:

(a) All references made to \$20,000,000 as the amount of the Loan or the “Commitment Amount” shall mean \$25,000,000;

UNOFFICIAL COPY

(b) All references made to May 1, 2003 as the maturity date of the Loan shall mean in March 1, 2004; and

(c) All references made to the Note shall mean the Replacement Note.

3. **Mortgage Lien.** The conveyance provided for in the Assignment of Rents shall be deemed to be a grant by Assignors to Assignee of a mortgage lien, interest in real estate, and security interest in all of Assignor's rights, title and interest in and to the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the Premises, it being understood that Assignors hereby mortgage and warrant and grant a security interest in each such property to Assignee to secure the Loan. The collection of rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the Premises by Assignee shall in no way waive the right of Assignee to foreclose the mortgage lien created hereby upon an Event of Default by Assignors. Notwithstanding anything contained in the Assignment of Rents to the contrary, at any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any of its rights and remedies (without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignors, without regard to the adequacy of the security for the obligations secured hereby, without releasing Borrower, Guarantor or any other guarantor of the Replacement Note from any obligation, with or without bringing any action or proceeding to foreclose on any lien or security interest granted and with or without any action or proceeding to foreclose the mortgage on the Premises having been brought by any Person), including, without limitation:

(a) enter upon and take possession of the Premises, either in person or by agent, by an equitable receiver or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of the leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper; and

(b) either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the leases and all the lessor's rights therein and thereunder. This Modification shall constitute an authorization and direction to the tenants under the leases to pay all rents and other amounts payable under the leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the leases to be observed or performed by the tenants thereunder, and Assignors shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the leases to thereafter pay all such rents and other amounts to Assignee.

4. **Counterparts.** This Modification may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed

UNOFFICIAL COPY

an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed one and the same signature page.

5. **Representations and Warranties.** Assignors hereby renew, remake and affirm the representations and warranties contained in the Assignment of Rents.

6. **Payment of Fees and Expenses.** Assignors hereby agree to pay all of Assignee's expenses arising out of and in connection with this Modification including, but not limited to, attorneys' fees, title insurance premiums and recording fees.

7. **Further Assurances.** Assignors shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by the Assignment of Rents, as modified and amended hereby.

8. **Severability.** If any provision of this Modification is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignors shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of the Assignment of Rents and this Modification and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

9. **Ratification.** Except as otherwise specifically amended and modified hereby, the Assignment of Rents, as modified and amended hereby, remains in full force and effect.

[Remainder of page intentionally left blank, signature page follows]

UNOFFICIAL COPY

1/15/11

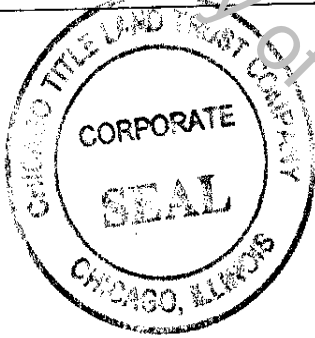
IN WITNESS WHEREOF, the parties hereto have executed this Second Modification of Assignment of Rents and Leases as of the date first above written.

TRUSTEE NO. 1:

Chicago Title Land Trust Company, as Trustee under Trust No. 52076 dated May 3, 1968, and not individually

By: *Susan Malinice*
Its: ASST. VICE PRESIDENT

Attest: Attestation not required
Its: PURSUANT TO CORPORATE BY-LAWS.



BENEFICIARY NO. 1:

Victor J. Cacciatore, Sr.
Victor J. Cacciatore, Sr.

Office of Cook County Clerk's Office

UNOFFICIAL COPY

A/m v

TRUSTEE NO. 2:

Chicago Title Land Trust Company, as Trustee under Trust No. 44551 dated June 8, 1962, and not individually

By: *Soda Malina*
Its: ASST VICE PRESIDENT

Attest: Attention not required
Its: subject to corporate bylaws

BENEFICIARY NO. 2:

Victor J. Cacciato Sr.
Victor J. Cacciato, Sr.

Charlotte R. Cacciato
Charlotte R. Cacciato

Victor J. Cacciato II, Trustee of The Cacciato Children's Trust dated June 29, 1993

Joseph P. Cacciato
Joseph P. Cacciato, Trustee of The Cacciato Children's Trust dated June 29, 1993

Peter C. Cacciato
Peter C. Cacciato, Trustee of The Cacciato Children's Trust dated June 29, 1993

Mary Beth Serwinski, Trustee of The Cacciato Grandchildren's Trust dated December 24, 2000

Susan M. Lasek
Susan M. Lasek, Trustee of The Cacciato Grandchildren's Trust dated December 24, 2000

Christopher P. Cacciato, Trustee of The Cacciato Grandchildren's Trust dated December 24, 2000

UNOFFICIAL COPY

TRUSTEE NO. 2:

Chicago Title Land Trust Company, as Trustee under Trust No. 44551 dated June 8, 1962, and not individually

By: _____

Its: _____

Attest: _____

Its: _____

BENEFICIARY NO. 2:

[Signature]
Victor J. Cacciatore, Sr.

[Signature]
Charlotte R. Cacciatore

[Signature]
Victor J. Cacciatore II, Trustee of The Cacciatore Children's Trust dated June 29, 1993

Joseph P. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 29, 1993

Peter C. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 29, 1993

[Signature]
Mary Beth Serwinski, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000

[Signature]
Susan M. Lasek, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000

[Signature]
Christopher P. Cacciatore, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000

- 5 -

11/12
2/7

UNOFFICIAL COPY

A/R 20

TRUSTEE NO. 3:

LaSalle Bank National Association, as Trustee under Trust No. 24378 dated June 9, 1980, and not individually

By: Katherine E. Shurts
Its: Trust Officer

Attest: Attestation not required by
Its: LaSalle Bank National Association
Bylaws

ASSIGNEE:

LaSalle Bank National Association

By: Charles J. Griffin
Name: CHARLES J. GRIFFIN
Its: VP

BENEFICIARY NO. 3:

Victor J. Caciatore, Sr.
Victor J. Caciatore, Sr.

This instrument is executed by the undersigned Land Trustee not personally but only as Trustee in the exercise of the power and authority conferred upon the undersigned Trustee. It is expressly understood that neither the Trustee nor any of the undersigned Trustee's agents, servants, contractors and agents or the Trustee's or any of the Trustee's agents, servants, contractors or agents are personally liable for the responsibility to account for or defend the Trustee's or any of the Trustee's agents, servants, contractors or agents against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Property of Cook County Clerk's Office

A/R 3

UNOFFICIAL COPY

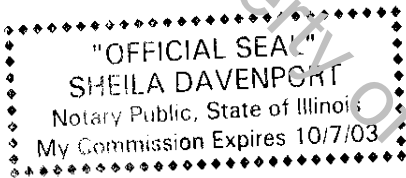
AKR
Set 1

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

~~CHANGES SHOW WORD CHANGES~~

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that LIDIA MARINCA, the ASST VICE PRESIDENT of LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST NO. 52076 DATED MAY 3, 1968, AND NOT INDIVIDUALLY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 25th day of April, 2003.



Sheila Davenport

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

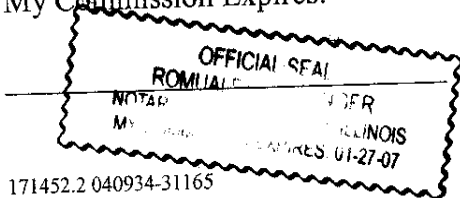
The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that VICTOR J. CACCIATORE, SR., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28 day of April, 2003.

Romualdo J. Fenty

Notary Public

My Commission Expires:

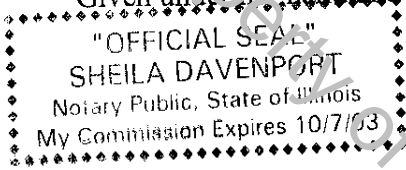


UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that ROMUALDA J KISTINGER, the ASST VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 44551 DATED JUNE 8, 1962, AND NOT INDIVIDUALLY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act, or the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 25th day of April, 2003.



Sheila Davenport
Notary Public

My Commission Expires:

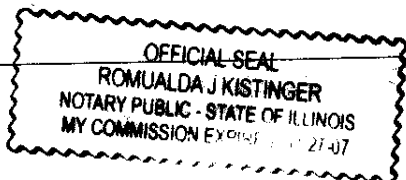
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that CHARLOTTE R. CACCIATORE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28 day of April, 2003.

Romualda J Kisting
Notary Public

My Commission Expires:



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

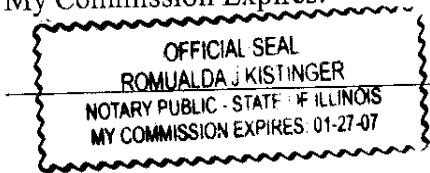
The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that VICTOR J. CACCIATORE II, TRUSTEE OF THE CACCIATORE CHILDREN'S TRUST DATED JUNE 28, 1993, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28 day of April, 2003.

Romualda J. Kisting

Notary Public

My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

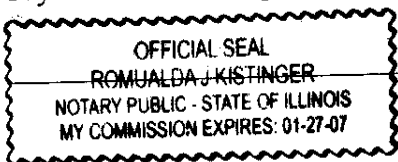
The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that JOSEPH P. CACCIATORE, TRUSTEE OF THE CACCIATORE CHILDREN'S TRUST DATED JUNE 28, 1993, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28 day of April, 2003.

Romualda J. Kisting

Notary Public

My Commission Expires:



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that PETER C. CACCIATORE, TRUSTEE OF THE CACCIATORE CHILDREN'S TRUST DATED JUNE 28, 1993, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28 day of April, 2003.

Romualda J. Kisting

Notary Public

My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

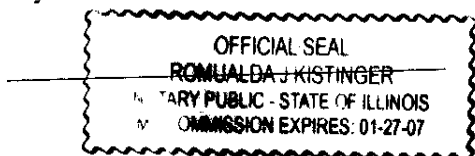
The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that MARY BETH SERWINSKI, TRUSTEE OF THE CACCIATORE GRANDCHILDREN'S TRUST DATED DECEMBER 24, 2000, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28 day of April, 2003.

Romualda J. Kisting

Notary Public

My Commission Expires:



UNOFFICIAL COPY

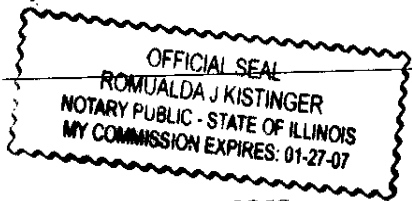
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that SUSAN M. LASEK, TRUSTEE OF THE CACCIATORE GRANDCHILDREN'S TRUST DATED DECEMBER 24, 2000, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28 day of April, 2003.

Romualda J. Kisting
Notary Public

My Commission Expires:



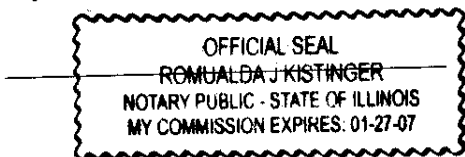
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that CHRISTOPHER P. CACCIATORE, TRUSTEE OF THE CACCIATORE GRANDCHILDREN'S TRUST DATED DECEMBER 24, 2000, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28 day of April, 2003.

Romualda J. Kisting
Notary Public

My Commission Expires:



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

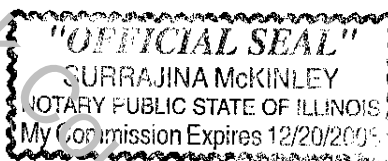
The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that KATHLEEN E SHIELDS, the ~~Trust Officer~~ of LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST NO. 24378 DATED JUNE 9, 1980, AND NOT INDIVIDUALLY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 25th day of April, 2003.

Surrajina McKinley
Notary Public

My Commission Expires:

12/20/2006



UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF THE PREMISES****PARCEL NO. 1:**

THE NORTH 305.0 FEET (EXCEPTING THEREFROM THE NORTH 231.0 FEET OF THE EAST 225.0 FEET) OF THE EAST ½ OF THE NORTH EAST ¼ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION ON JULY 30, 1957 AS CASE NUMBER 57S11371 FOR ROAD WIDENING) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 11211 Cermak Road, Westchester, Illinois
P.I.N. 15-30-200-033-0000 15-30-200-033-0000

PARCEL NO. 2:

PARCEL 1:
THAT PART OF LOT 3 IN GEORGE MERRILL'S SUBDIVISION OF BLOCK 100 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF A LINE DRAWN FROM A POINT OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 4.75 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 7.25 FEET NORTH OF THE SOUTH WEST CORNER THEREOF.

PARCEL 2:
LOT 6 IN GEORGE MERRILL'S SUBDIVISION OF BLOCK 100 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND
LOT 15 IN GEORGE W. MERRILL'S SUBDIVISION OF BLOCK 100 OF SCHOOL SECTION ADDITION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 521-25 and 549 South Wells, Chicago, Illinois
P.I.N. 17-16-241-062; 17-16-241-022

PARCEL NO. 3:

LOT 7 IN BLOCK 100 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 527-29 South Wells, Chicago, Illinois
P.I.N. 17-16-241-015