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Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 08/13/2003 07:50 AM Pg: 1 of 9

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

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Piper Rudnick
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

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SECOND AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS SECOND AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES ("Second Amendment") is made as of the 31st day of July, 2003 by **LASALLE BANK NATIONAL ASSOCIATION**, as Successor Trustee ("Trustee") to American National Bank and Trust Company of Chicago and Old Kent Bank under Trust Number 6849 dated April 6, 1994 ("Trust"), and **TRUNG TRUONG**, as Trustee of the Trung Truong Self Declaration of Trust dated June 5, 1996, the sole beneficiary of the Trust ("Beneficiary") in favor of **COLE TAYLOR BANK**, an Illinois banking corporation ("Assignee") and amends that certain Assignment of Rents and Leases dated as of July 15, 2002 executed by Trustee in favor of Assignee and recorded with the Cook County Recorder of Deeds on July 22, 2003 as Document No. 0020795336, as amended by a First Amendment to Assignment of Rents and Leases, dated as of December 31, 2002, and recorded with the Cook County Recorder of Deeds on January 8, 2003 as Document No. 0030035633 (collectively, the "Assignment of Rents and Leases").

WITNESSETH:

WHEREAS, Trustee owns certain real property located in Cook County, Illinois as described on Exhibit A attached hereto (the "Property");

WHEREAS, the Beneficiary and the Assignee have previously entered into that certain Loan Agreement dated as of July 15, 2002, as amended by a First Amendment to Loan and Security Agreement dated as of December 31, 2002 (collectively, the "Original Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Assignee made a loan to the Beneficiary in the original principal amount of Three Million, Three Hundred Twenty Two Thousand, Five Hundred Twenty One and 34/100 Dollars (\$3,322,521.34) (the "Loan") which is evidenced by that certain Amended Promissory Note dated as of December 31, 2002 (the "Prior Note");

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WHEREAS, pursuant to the terms of the Assignment of Rents and Leases, the Beneficiary's obligations under the Prior Note were secured by the collateral described in the Assignment of Rents and Leases;

WHEREAS, the Original Loan Agreement is being amended simultaneously with the execution and delivery of this Second Amendment, pursuant to the provisions of that certain Modification of Loan Documents and Forbearance Agreement, dated as of July 31, 2003 (the Original Loan Agreement, as so amended, is referred to herein as the "Loan Agreement");

WHEREAS, the Prior Note is being amended simultaneously with the execution and delivery of this Second Amendment to add the Trustee as a party thereto, pursuant to the provisions of that certain First Amendment to Amended Promissory Note dated as of July 31, 2003 (the Prior Note, as so amended, is referred to herein as the "Note"); and

WHEREAS, in connection with the foregoing amendments, Trustee, Beneficiary and Assignee desire to amend the Assignment of Rents and Leases as provided herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignment of Rents and Leases is hereby amended to incorporate the recitals set forth in this Second Amendment into the Assignment of Rents and Leases and as follows:

1. The Assignment of Rents and Leases is hereby amended to add the Beneficiary as a party thereto, and the term "Assignor" as used in the Assignment of Rents and Leases shall be deemed to refer to the Trustee and the Beneficiary jointly and severally. The Beneficiary, by its execution and delivery of this Second Amendment, hereby joins in the execution and delivery of the Assignment of Rents and Leases, agrees to be bound by the terms thereof, makes the representations and warranties contained therein, and agrees to be bound by the covenants contained therein.

2. The Beneficiary hereby grants, transfers, sets over and assigns to Assignee, its successors and assigns, and grants a security interest to Assignee in all of its right, title and interest in (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the Property and all buildings and other improvements located thereon (the Property and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises (except those owned by any tenant under the Leases).

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3. The definition of the "Note" contained in the Recitals to the Assignment of Rents and Leases is hereby deleted and is replaced with the definition of the "Note" contained in the Recitals to this Second Amendment.

4. The definition of the "Loan" contained in the Recitals to the Assignment of Rents and Leases is hereby deleted and is replaced with the definition of the "Loan" contained in the Recitals to this Second Amendment.

5. The definition of the "Loan Agreement" contained in the Recitals to the Assignment of Rents and Leases is hereby deleted and is replaced with the definition of the "Loan Agreement" contained in the Recitals to this Second Amendment.

6. Sections 2(a) and 2(b) of the Assignment of Rents and Leases are hereby deleted in their entirety and the following is inserted in lieu thereof:

"(a) Payment when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee under or with respect to the Loan Documents; and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees;

(b) Observance and performance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Trustee, Beneficiary or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modification thereof; and

(c) The payment of the liabilities and obligations of the Trustee pursuant to the Guaranty (the "Trustee's Guaranty") of the liabilities and obligations of Five Continents, Ltd., under a certain Loan and Security Agreement, dated as of July 3, 2002, between Five Continents, Ltd. and Mortgagee, as amended, which provides for Mortgagee to make revolving loans to Five Continents, Ltd. in the maximum principal amount up \$3,000,000."

The foregoing (a), (b) and (c) are collectively referred to as the "Indebtedness."

6. The definition of the "Loan Documents" contained in the Assignment of Rents and Leases is hereby amended to include the Trustee's Guaranty and any documents, instruments, agreements or certificates now or hereafter securing, executed in connection with, or evidencing any portion of the Indebtedness.

7. Except as amended pursuant to the terms of this Second Amendment, all other terms and provisions of the Assignment of Rents and Leases shall remain in full force and effect without amendment or modification.

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This Second Amendment is executed by LaSalle Bank National Association ("LaSalle"), not personally but solely as a trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LaSalle are undertaken by it solely as trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LaSalle by reason of anything contained in the Assignment of Rents and Leases, or in any previously executed document, whether or not executed by LaSalle, either individually or as trustee as aforesaid, relating to the subject matter of the Assignment of Rents and Leases, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LaSalle, personally or as trustee of the Trust, to sequester the rents, issues and profits arising from the disposition thereof; but so far as LaSalle and its successors personally are concerned, the legal holder or holders of the Assignment of Rents and Leases and the owner or owners of the Indebtedness secured hereby shall look solely to the Premises for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said Note or by action to enforce the personal liability of the Beneficiary under the Note, or both. LaSalle does not warrant, indemnify, defend title nor is it responsible for any environment damage.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Trustee and Beneficiary executed and delivered this Second Amendment the day and year first above written.

TRUSTEE:

LASALLE BANK NATIONAL ASSOCIATION,
as Successor Trustee to American National Bank
and Trust Company of Chicago and Old Kent Bank
under Trust Number 6849 dated April 6, 1994
as trustee and not personally

By: Nancy A. Carlin
Its: Asst Vice President

BENEFICIARY:

Truong Truong
TRUNG TRUONG, as Trustee of the Trung
Truong Self Declaration of Trust dated June 5, 1996

Property of Cook County Clerk's Office

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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 Nancy A. Carlin, the Asst Vice President of LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago and Old Kent Bank under Trust Number 6849 dated April 6, 1994, who is 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 and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of August, 2003.

Tawana M. Foster
NOTARY PUBLIC

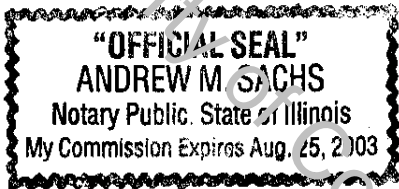
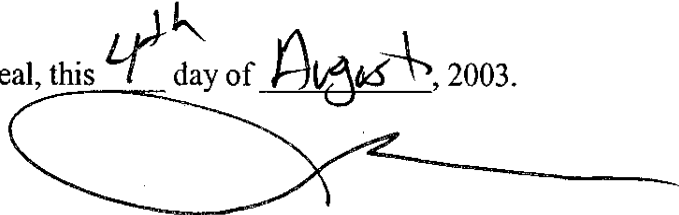


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Andrew M Sachs, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Trung Truong, as Trustee of the Trung Truong Self Declaration of Trust dated June 5, 1996, who is 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, this 4th day of August, 2003.



NOTARY PUBLIC

(SEAL)

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

THAT PART OF LOT "B" IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS, SEPTEMBER 15, 1893, IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT 1924571, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SOUTH PULASKI ROAD (FORMERLY SOUTH CRAWFORD AVENUE) AND THE NORTH LINE OF WEST 40TH STREET (A PRIVATE STREET); THENCE WEST ALONG SAID NORTH LINE OF WEST 40TH STREET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 256.30 FEET WEST OF SAID WEST LINE OF SOUTH PULASKI ROAD; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 279.14 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 371.56 FEET AND BEING TANGENT TO LAST DESCRIBED LINE -AT SAID POINT OF CURVE, AN ARC DISTANCE OF 311.82 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 346.02 FEET AND HAVING A COMMON TANGENT LINE WITH LAST DESCRIBED CURVE AT SAID POINT OF COMPOUND CURVE, AN ARC DISTANCE OF 75.29 FEET TO A POINT; THENCE CONTINUING NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 646.69 FEET AN ARC DISTANCE OF 80.01 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SOUTH PULASKI ROAD, SAID POINT BEING 634.06 FEET NORTH OF AFORESAID NORTH LINE OF WEST 40TH STREET MEASURED ALONG SAID WEST LINE OF SOUTH PULASKI ROAD; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH PULASKI ROAD TO THE POINT OF BEGINNING.

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:

WEST 40TH STREET (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND 66 FEET IN WIDTH LYING IN LOT "A" AND IN LOT "B" OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS, AT PAGE 32, AS DOCUMENT 1924571, EXTENDING EASTERLY FROM A LINE PARALLEL TO AND 655.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 3, SAID PARALLEL LINE BEING THE EAST LINE OF SOUTH KILDARE BOULEVARD, TO ITS INTERSECTION WITH THE WEST LINE OF SOUTH PULASKI ROAD. THE NORTH LINE OF SAID STRIP IS A LINE PARALLEL TO AND 1,086 FEET NORTH OF THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD; THE SOUTH LINE OF SAID STRIP OF

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LAND IS A LINE PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF SAID STRIP OF LAND.

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2,648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2,642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2,669.37 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2,668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2,597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2,669.84 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3, MEASURED 2,598.77 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2,661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD (A PRIVATE STREET), AND SAID NORTH LINE EXTENDED, IS HEREBY DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID SECTION 3, 465.16 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SECTION 3 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 3, 464.08 FEET NORTH OF THE SAID EAST AND WEST CENTER LINE. THE SOUTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD IS 80 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 19-03-201-014-0000