

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 12/11/2003 01:51 PM Pg: 1 of 5

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## FIRST AMENDMENT OF COLLATERAL ASSIGNMENT

PREMIER TITLE

BRIDGEPORT 35, INC., an Illinois corporation

to

M&I MARSHALL & ILSLEY BANK, a Wisconsin banking corporation

Address of Mortgaged Property:

939 West 35th Street, Chicago, Illinois

Prepared by, and after recording return to:

Charles H. McMullen, Esq.  
Quarles & Brady LLP  
411 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-4497

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This **FIRST AMENDMENT OF COLLATERAL ASSIGNMENT** dated as of November 7, 2003 ("Amendment"), is by **BRIDGEPORT 35, INC.**, an Illinois corporation, having a mailing address of 20 West Hubbard Street, Suite 2W, Chicago, Illinois 60610 ("Assignor"), and **M&I MARSHALL & ILSLEY BANK**, a Wisconsin banking corporation having its principal office at 770 North Water Street, Milwaukee, Wisconsin 53201-2035 ("Assignee").

## WITNESSETH

WHEREAS, the Assignor has executed and delivered to Assignee a Collateral Assignment of Contracts and Development Rights dated as of September 17, 2002, that was recorded in the Recorder of Deeds Office for Cook County, Illinois, on December 3, 2002 as Document No. 0021327495, with respect to the real property more particularly described on Exhibit A hereto (the "Collateral Assignment"); and

WHEREAS, pursuant to a Loan Modification Agreement of even date herewith between Assignor and Assignee and certain related documentation (collectively, the "Amendment Documentation"), the promissory note dated as of September 17, 2002 payable by Assignor to the order of Assignee in the original principal amount of \$10,700,000 has been amended and restated to provide, among other things, that it shall be in the principal amount of \$11,500,000, and the parties hereto wish confirm that the Collateral Assignment secures such amended and restated promissory note;

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Obligations Secured. The Collateral Assignment shall secure, among other items specifically referenced therein, that certain amended and restated promissory note of even date herewith payable by the Assignor to the order of the Assignee in the amended principal amount of \$11,500,000, as the same may be amended, modified, continued or extended from time to time (the "Amended and Restated Note").

2. References. The term "Note" where it appears in the Collateral Assignment shall refer to the Amended and Restated Note. Further, the terms "Security Documents" or "loan documents" when used in the Collateral Assignment shall refer to such documents as amended by the Amendment Documentation.

3. Ratification. Except as amended by this Amendment, the Collateral Assignment and the other loan documents are ratified and confirmed in all respects.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first set forth above.

**BRIDGEPORT 35, INC.**

By: *Paul Marks*  
Paul E. Marks  
President

**M&I MARSHALL & ILSLEY BANK**

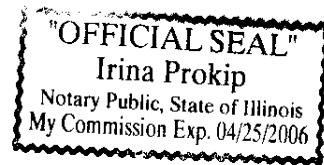
By: *Michael J. Fruin*  
Michael J. Fruin  
Vice President

By: *Michael J. Fazio* MICHAEL J. FAZIO  
Its: COMMERCIAL LOAN OFFICER

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2003 by Paul E. Marks, as President of Bridgeport 35, Inc., an Illinois corporation, on behalf of such corporation.

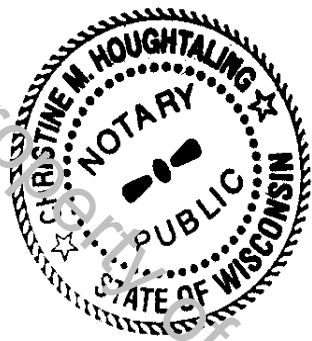
*Irina Prokip*  
Print Name: IRINA PROKIP  
Notary Public, State of Illinois  
My Commission: 9.25.06



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STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MILWAUKEE )

Personally came before me this 70<sup>TH</sup> day of November, 2003, the above named Michael J. Fruin and MICHAEL J. FAZIO, a Vice President and COMM. LOAN OFFICER, respectively, of M&I MARSHALL & ILSLEY BANK, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said banking corporation.



Christine M. Houghtaling  
Notary Public, Milwaukee County  
State of Wisconsin  
My commission: 3/18/07

This instrument was drafted by:  
Charles H. McMullen, Esq.  
Quarles & Brady LLP  
411 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-4497

PROHIBITED Cook County Clerk's Office

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## EXHIBIT A

### Legal Description

PARCEL 1:

LOTS 1 TO 8, INCLUSIVE, IN BLOCK 3 IN GAGE AND OTHERS SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 9, 10, 11 AND 12 IN BLOCK 3 IN GAGE AND OTHERS SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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17-32-402-014  
17-32-402-015  
17-32-402-016  
17-32-402-017  
17-32-402-018