

# UNOFFICIAL COPY

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## LASALLE NORTHWEST NATIONAL BANK FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made of this 29 day of December, 1994, is by and between American National Bank and Trust Company of Chicago, not personally, but as trustee under Trust dated June 28, 1991 and known as Trust Number 114137-05 ("Borrower") and LASALLE NORTHWEST NATIONAL BANK ("Lender") has reference to the following facts and circumstances:

WITNESSETH:

:	DEPT-11 RECORD TOR	\$31.50
:	T90013 TRAN 8770 12/30/94 14:25:00	
:	\$6324 + AP # -04-086855	
:	COOK COUNTY RECORDER	

WHEREAS, on July 18, 1991, Borrower executed and delivered to Lender its promissory note in the original principal amount of Five Hundred Fifty Thousand and no/100ths Dollars (\$550,000.00)(the "Original Note");

WHEREAS, to secure the repayment of the Original Note, Borrower executed and delivered its Assignment of Rents and Leases to Lender dated July 18, 1991 covering the Premises described on Exhibit A hereto which was recorded in the Office of the Registrar of Titles as document No. LR3982345 (the "Assignment");

WHEREAS, Borrower has requested that Lender extend additional credit to Borrower and Lender has agreed to extend additional credit to Borrower only so long as the repayment of such additional sums shall also be secured by the Assignment;

WHEREAS, Borrower and the beneficiary of the trust agreement under which Borrower acts as trustee have executed and delivered to Lender a note dated of even date herewith in the original principal amount of Six Hundred Sixty Thousand and no/100ths Dollars (\$660,000.00)(the "Replacement Note");

WHEREAS, the Replacement Note was executed in substitution, renewal and replacement of the Original Note and represents the amounts loaned to Borrower under the Original Note plus the extension of new credit to Borrower;

WHEREAS, Borrower now desires to amend the Assignment in order to, among other things, redefine the term "Note" so as to include the execution and delivery of the Replacement Note and any further extensions, renewals and substitutions thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower and Lender agree as follows:

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1. The recitals above are true and correct as of the date hereof and constitute a part of this Amendment.

2. The term "Note", as defined in the second paragraph on Page 1 of the Assignment, is hereby amended and shall hereafter be read to refer to all obligations evidenced by the Replacement Note and any extensions, substitutions, replacements and/or renewals of the Replacement Note.

3. The Assignment, as amended hereby, is hereby affirmed, confirmed and ratified and remain in full force and effect.


4. Any term capitalized herein but not specifically defined, shall have the definition attached to such term in the Assignment.

5. The terms and provisions of the Assignment not specifically modified hereby shall remain in full force and effect until the Note is paid in full. The terms and provisions of the Assignment are incorporated herein by reference as if fully stated herein.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment as of the day and year first above written.

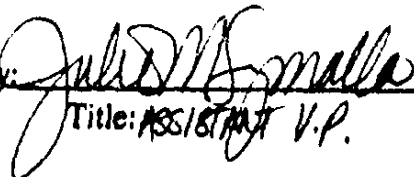
**BORROWER:**

American National Bank and Trust Company of Chicago, not personally, but as trustee under Trust dated June 23, 1991 and known as Trust Number 114137-05

By:   
Title: Second Vice President

**LENDER:**

**LASALLE NORTHWEST NATIONAL BANK**

By:   
Title: ASSISTANT V.P.

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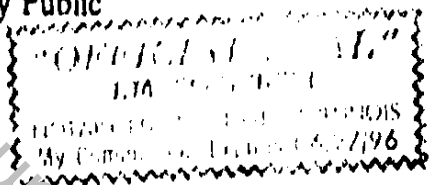
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ENRIQUE..., a FOURTH Vice President of American National Bank and Trust Company of Chicago, not personally, but as trustee under Trust dated June 28, 1991 and known as Trust Number 114137-05, personally known to me to be the same persons whose name is subscribed to the foregoing Amendment, appeared before me this day in person, and acknowledged before me that he signed and delivered the said Amendment as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 29<sup>th</sup> day of December, 1994.

*L. M. Sorenski*

Notary Public



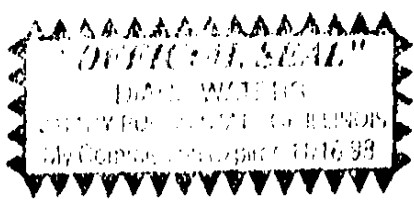
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JULIE SYMACIA, a AUT of LASALLE NORTHWEST NATIONAL BANK, personally known to me to be the same persons whose name is subscribed to the foregoing Amendment, appeared before me this day in person, and acknowledged before me that he signed and delivered the said Amendment as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 27<sup>th</sup> day of December, 1994.

*Diane Stalen*

Notary Public



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## JUNIOR LIENHOLDER'S CONSENT TO AMENDMENT AND FURTHER SUBORDINATION

WHEREAS, Borrower executed and delivered a trust deed dated July 19, 1991 (the "Trust Deed") to Chicago Title and Trust Company, not personally, but as trustee ("Junior Lender") which Trust Deed was recorded in the Office of the Registrar of Titles as document number LR3982346 and secures the repayment of a note in the original principal amount of \$250,000.00 (the "Junior Note"); and

WHEREAS, the Trust Deed constitutes a valid lien against the Premises which is junior and subordinate to that certain mortgage in favor of Lender dated July 18, 1991, as amended from time to time, covering the Premises which was recorded in the Office of the Registrar of Titles as document No. LR3982344; and

WHEREAS, Borrower desires to obtain additional credit from Lender as evidenced by the Replacement Note and Lender has agreed to extend such additional credit only so long as Lender's interest in the rents and profits from the Premises as assigned by the Assignment will secure the repayment of the Replacement Note and shall continue to have priority over the Trust Deed and Junior Note.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Junior Lender hereby consents to the provisions and amendments contained in this Amendment, including the extension of the additional credit to Borrower evidenced by the Replacement Note. Junior Lender hereby acknowledges that the Assignment secures the repayment, in full, of all sums loaned to Borrower pursuant to the Replacement Note and that such amounts have priority over the Junior Note and Trust Deed. Junior Lender hereby acknowledges that its interest, if any, in the rents and profits from the Premises remains subordinate and junior to the Assignment, as amended hereby.

JUNIOR LENDER: *Consolidated*  
Chicago Title and Trust Company, not personally,  
but as trustee under Trust Deed dated July 19,  
1991

By: *[Signature]*  
Title: ASST. VICE PRESIDENT.



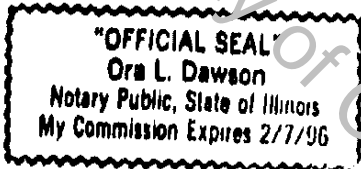
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STATE OF ILLINOIS )  
  )  
  ) SS  
COUNTY OF COOK       )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that [REDACTED], a ASST. VICE PRESIDENT of CHICAGO TITLE AND TRUST COMPANY, not personally, but as trustee under a trust deed dated July 19, 1991, personally known to me to be the same persons whose name is subscribed to the foregoing Amendment, appeared before me this day in person, and acknowledged before me that he signed and delivered the said Amendment as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14th day of December, 1994.



[Signature]  
Notary Public

Property of Cook County Clerk's Office

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## EXHIBIT A LEGAL DESCRIPTION

LOTS 1, 2 AND 3 (EXCEPT THE NORTH 4.00 FEET THEREOF, MEASURED AT RIGHT ANGLES) IN HERBERT SCHMEISSER'S SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 24 AFORESAID; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 210.0 FEET; THENCE SOUTH ALONG A LINE AT RIGHT ANGLES TO SAID NORTH LINE, A DISTANCE OF 218.0 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE WEST LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION; THENCE NORTH ALONG SAID WEST LINE TO THE PLAT OF BEGINNING, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 16, 1961, AS DOCUMENT 1982982, AND TO SURVEYOR'S CERTIFICATE OF CORRECTION REGISTERED AS DOCUMENT 2482093.

Commonly known as: 7315 West Dempster Road  
Niles, Illinois 60648

P.I.N. 09-24-201-020-000  
09-24-201-021-000  
09-24-201-022-000

Prepared by and after  
recording return to:

Thomas G. Jaros  
Smith, Williams & Lodge, Chartered  
55 West Monroe Street  
Suite 1800  
Chicago, Illinois 60603

