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Doc#: 0413234090
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 05/11/2004 03:09 PM Pg: 1 of 5

[FOR RECORDING PURPOSES]

FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into as of the 29 day of April, 2004 by and among each of CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as Trustee under Trust Agreement dated May 1, 2002 and known as Trust No. 1110870 (the "Land Trust"), whose address is 171 North Clark Street, Chicago, Illinois 60601, SBDI PROPERTY, LLC, an Illinois limited liability company ("SBDI"), as beneficiary under the Land Trust (the "Beneficiary"), having its principal office at 4427 Midlothian Turnpike, Crestwood, Illinois (the Land Trust and Beneficiary collectively referred to herein as the "Assignor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, having an office at 135 South LaSalle Street, Chicago, Illinois ("Assignee").

WITNESSETH:

WHEREAS, Assignee and Assignor entered into an Assignment of Rents and Leases dated as of May 17, 2002, which was recorded with the Recorder of Deeds of Cook County, Illinois on May 22, 2002 as Document Number 0020582254 (the "Agreement"), whereby Assignor assigned and transferred over to Assignee, its successors and assigns, among other things, all present and future leases on the real estate described on Exhibit A attached hereto and all of its estate, right, title and interest in such leases, lying and being in the County of Cook and State of Illinois, and now desire to amend such Agreement pursuant to this Amendment.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement to the extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

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2. Amendment of the Agreement. The second granting clause contained on page 2 of the Agreement is hereby amended and restated to read as follows:

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on the Loan, (ii) the performance of all obligations, covenants, promises and agreements contained herein, in the Mortgage, the Note, the Guarantees, that certain Guaranty dated as of April __, 2004 made by Assignor in favor of Bank (the "SBDI Guaranty"), and the Environmental Indemnity Agreement dated as of May 17, 2002 executed by Beneficiary in favor of Assignee, as each may be amended, modified or restated from time to time, (iii) the performance of all obligations, covenants, promises and agreements of Assignor contained in any loan or other agreements setting forth terms and conditions applicable to the Loan evidenced by the Notes or providing collateral security therefor, (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii) and (iii) or any security therefor, including this Assignment (the Notes, the Mortgage, the SBDI Guaranty, the Environmental Indemnity Agreement, the Guarantees and the other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii) and (iv) above being hereinafter collectively referred to as the "indebtedness hereby secured").

3. Representations and Warranties. The representations and warranties and all covenants set forth in the Agreement shall be deemed remade and affirmed as of the date hereof by Assignor, except that any and all references to the Agreement in such representations, warranties and covenants shall be deemed to include this Amendment.

4. Relation Back. It is the intent of Assignor and Assignee that this Amendment will relate back to and be effective as if adopted on May 22, 2002.

5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

(Signature Page Follows)

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(Signature Page to First Amendment to Assignment of Rents and Leases)

IN WITNESS WHEREOF, Assignor has duly executed this Amendment as of the date first above written.

LAND TRUST:



CHICAGO TITLE LAND TRUST COMPANY, not personally, but solely as trustee of that certain Trust Agreement dated 1, 2002 and known as Trust No. 1110870

By: [Signature]
Its: ASST VP

BENEFICIARY:

SBDI PROPERTY, LLC, an Illinois limited liability company

By: [Signature]
Its: Manager / Member

Property of Cook County Clerk's Office

It is expressly understood and agreed by and between the parties hereto, as to the construction of the foregoing, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee with in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them intended to be construed as personal warranties, indemnities, representations, covenants, undertakings and agreements of the Trustee or for the purpose or with the intention of binding said Trustee personally but are not intended to be construed as binding only that portion of the trust property specifically described herein, and this instrument is intended and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon the said Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

I, Sarah Ahlgren, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kurt Karlson, the Manager/Member of SBDI Property, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager/Member, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of April, 2004.



[Signature]
Notary Public

My commission expires:

I, LIDIA MARINCA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CAREY MICHEL, the ASST VP of Chicago Title Land Trust Company, not personally but solely as Trustee under Trust Agreement dated May 1, 2002 and known as Trust No. 1110870, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST VP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of April, 2004.

MAY 06 2004



[Signature]
Notary Public

My commission expires:

*THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:*

Matthew T. O'Connor, Esq.
Vedder, Price, Kaufman & Kammholz, P.C.
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601-1003

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EXHIBIT A

LEGAL DESCRIPTION

LOT 15 (EXCEPT THE NORTH 17 FEET MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) IN ARTHUR T. MCINTOSH'S BLUE ISLAND FARMS BEING A SUBDIVISION OF THE EAST QUARTER OF THE SOUTH WEST QUARTER AND THE NUMBER 64 RODS OF THE SOUTH EAST 1/4 AND THAT PART OF THE EAST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER LYING SOUTH OF THE CENTER LOT OF THE MIDLOTHIAN TURNPIKE ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE SOUTH 33 FEET OF THE EAST HALF OF THE EAST HALF OF THE SOUTH WEST QUARTER CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND RAILROAD), IN COOK COUNTY, ILLINOIS.