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Doc#: 0422905025
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 08/16/2004 10:15 AM Pg: 1 of 7

This Document Prepared By
and After Recording Return To:

Eric M. Roberson
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

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RECORDER'S USE ONLY

SECOND AMENDMENT TO ASSIGNMENT OF LEASES, RENTS AND PROFITS

This Second Amendment to Assignment of Leases, Rents and Profits (this "Amendment") is dated as of 08/23, 2004, from LASALLE BANK NATIONAL ASSOCIATION, not personally or individually, but as Trustee under Trust Agreement dated February 1, 1974, known as Trust No. 45786 its mailing address 135 South LaSalle Street, Chicago, Illinois 60602, Attention: Land Trust Department (hereinafter referred to as the "Assignor"), to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation ("Lincoln") with its addresses c/o Delaware Investment Advisers, 1300 South Clinton Street, Fort Wayne, Indiana 46802, Attention: Loan Servicing, Loan No. 157391-02 individually and as agent for FIRST PENN-PACIFIC LIFE INSURANCE COMPANY, an Indiana corporation ("FPP"; together with Lincoln are collectively referred to herein, as "Assignee");

WITNESSETH THAT:

WHEREAS, the Assignor and Assignee have entered into that certain Assignment of Leases, Rents and Profits dated as of October 12, 1995, recorded with the Recorder of Cook County, Illinois as Document No. 95713127, as amended by that certain First Amendment to Assignment of Leases, Rents and Profits dated as of March 12, 2002, recorded with the Recorder of Cook County, Illinois as Document No. 0020283438 (as may be amended and supplemented from time to time, the "Assignment");

WHEREAS, the Assignor and Irving-Harlem Venture Limited, an Illinois limited partnership ("Beneficiary") executed a promissory note payable to Mortgagee in the original principal sum of FIFTEEN MILLION DOLLARS AND NO/100 (\$15,000,000.00), dated October 12, 1995, as such note amount was increased to \$20,850,000 pursuant to Beneficiary's \$702,000 promissory note and \$5,148,000 promissory note both dated as of March 12, 2002 (such note(s) and any notes issued in exchange therefor or in replacement thereof and any modifications,

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extensions, and renewals thereof, herein called the "*Original Note*"), in and by which said Original Note, Assignor and Beneficiary promised to pay at the place designated in said Note, the said principal sum and interest at the rate and in installments as provided in said Note, with a final payment of the balance due on November 5, 2010.

WHEREAS, the Assignor has requested a \$4,400,000 increase of the amount of credit available under the Original Note;

WHEREAS, the Assignor and the Assignee desire to amend the Assignment to bring it into conformity with the aforementioned increase;

1. The Assignment is hereby amended by (a) deleting the words and amount principal amount "TWENTY MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$20,850,000.00)" appearing in the first and second line of the fourth paragraph of the Assignment and substituting therefor "TWENTY-FIVE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$25,250,000.00)".

2. Assignor hereby represents and warrants to Assignee that as of the date hereof each of the representations and warranties set forth in the Assignment as amended hereby are true and correct and that no Event of Default (as such term is defined in the Assignment), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Amendment. Assignor hereby repeats and reaffirms all covenants and agreements contained in the Assignment, each and all of which shall be applicable to all of the indebtedness secured by the Assignment as amended hereby and to all the properties, rights, interest and privileges subject to the Assignment as amended hereby. The Assignor repeats and reaffirms its covenant that all the indebtedness secured by the Assignment as amended hereby will be promptly paid as and when the same becomes due and payable.

3. All of the provisions, stipulations, powers and covenants contained in the Assignment shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Assignment as amended hereby.

4. Assignor acknowledges and agrees that the Assignment as amended hereby is and shall remain in full force and effect, and that the Assignment Premises are and shall remain subject to the lien and security interest granted and provided for by the Assignment for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, Assignor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Assignee under the Assignment, (ii) all obligations of Assignor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Amendment shall constitute and be, among other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in favor of Assignee, and of the obligations of Assignor to Assignee, which exist under the Assignment as amended hereby.

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5. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Assignor, or by or on behalf of Assignee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Assignment as amended hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

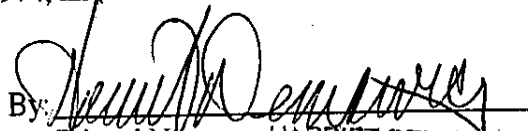
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IN WITNESS WHEREOF, Assignor has caused these presents to be signed by its member, as of the day and year first above written.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LASALLE BANK NATIONAL ASSOCIATION, not personally or individually, but as Trustee under Trust Agreement dated February 1, 1974, known as Trust No. 45786

By: 
Printed Name: HARRIET DENISE WICK
Its: Trust Officer

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation

By: Delaware Investment Advisers
Its Attorney-in-Fact

By: 
Printed Name: Karen E. Surguine
Its: Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 23 day of July, 2004, by Harriet Denisewicz, the Trust Officer of LaSalle Bank National Association, or national banking association not personally or individually, but as Trustee under Trust Agreement dated February 1, 1974, know as Trust No. 45786 on behalf of the Trust.

Pawana M. Foster

Notary Public

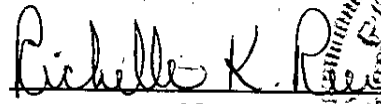
My Commission Expires
"OFFICIAL SEAL"
PAWANA M. FOSTER
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 08/14/2005

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STATE OF INDIANA)
) SS.
COUNTY OF ALLEN)

The foregoing instrument was acknowledged before me this 9th day of March, 2004, by Karen L. Surguine, the Vice President of Delaware Investment Advisers, the attorney-in-fact for The Lincoln National Life Insurance Company, an Indiana corporation, on behalf of said company.


Notary Public **RICHELLE K. REEVES**
Notary Public
Resident of Allen County

My Commission expires: My Commission Expires 03-19-2009

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UNOFFICIAL COPY**SCHEDULE I****LEGAL DESCRIPTION****PARCEL 1:**

LOTS 1 THROUGH 12 INCLUSIVE IN NORRIDGE COMMONS SUBDIVISION, BEING A SUBDIVISION OF LOTS 9, 12, 13, 14, 15 & PARTS OF LOTS 16 & 17 IN FULLER'S SUBDIVISION, AND PART OF THE SOUTH WEST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED DECEMBER 30, 1977 AS DOCUMENT NO. 24266265 AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 5, 1980 AS DOCUMENT NO. 2563809, EXCEPTING FROM SAID LOT 7 AND LOT 10 THAT PART ACQUIRED BY THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE NO. 99L50584, AND BY DEED RECORDED OCTOBER 3, 2001 AS DOCUMENT 0010523543 TO THE VILLAGE OF NORRIDGE, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF ACCESS, PARKING VEHICLES AND THE PASSAGE OF PEOPLE AND MOTOR VEHICLES CREATED BY THE RECIPROCAL APPURTENANT EASEMENT RECORDED FEBRUARY 14, 1977 AS DOCUMENT 23823377 OVER THE AREA DESCRIBED IN EXHIBITS C-1 AND C-1A THEREIN.

Property Address: Norridge Commons
1700 Touhy Avenue
Norridge, Illinois

P.I.N. No.: 13-18-318-013
03-18-318-014
03-18-318-016
03-18-318-017
03-18-318-018
03-18-318-019
03-18-318-020
03-18-318-027
03-18-318-028
03-18-318-029
03-18-318-030
03-18-318-031
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03-18-318-033
03-18-318-034