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This Document Prepared By
and After Recording Return To:

Daniel W. Baker
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603



Doc#: 0434211322
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 12/07/2004 02:41 PM Pg: 1 of 7

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USE ONLY

SECOND SUPPLEMENT TO ASSIGNMENT OF RENTS

This Second Supplement to Assignment of Rents dated as of August 31, 2004 (the "Supplement") is being entered into between Lakeside Bank, not personally but as Trustee on behalf of Lakeside Bank Trust No. 10-1691 dated June 9, 1995, with its mailing address at 1112 S. Wabash Ave., Chicago, Illinois 60605 (hereinafter referred to as "Grantor") and Harris Bank Westchester, with its mailing address at 10500 W. Cermak Road, Westchester, Illinois 60154 (hereinafter referred to as "Lender");

WITNESSETH THAT:

WHEREAS, Grantor did heretofore execute and deliver to Lender that certain Mortgage dated October 1, 2002, and recorded in the Recorder's Office of Cook County, Illinois on November 5, 2002, as Document No. 0021220071, as supplemented by that certain First Supplement to Assignment of Rents dated as of February 23, 2004 and recorded March 2, 2004 in the Recorder's Office of Cook County, Illinois as Document No. 046527169 (the "Assignment"), encumbering the property described on Schedule I attached hereto, in order to secure certain indebtedness of Grantor now or from time to time owing to Lender; and

WHEREAS, the Assignment currently secures, among other things, that certain Promissory Note of Clark Roofing Company ("Clark"), dated September 23, 2003, as amended, payable to the order of Lender in the face principal amount of \$300,000 whereby Clark promises to pay said principal amount on April 30, 2004, the maturity date thereof, together with interest as set forth therein (such Promissory Note, and any and all notes issued in extension or renewal thereof or in substitution or replacement therefor, all as may be amended or modified from time to time, being hereinafter referred to as "Clark Note One"); and

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WHEREAS, Clark has concurrently herewith entered into a Second Amendment to Promissory Note with Lender bearing even date herewith (the "Amendment") whereby the parties have agreed, among other things, to extend the maturity date when all principal becomes due of Clark Note One from April 30, 2004 to November 30, 2004; and

WHEREAS, as a condition precedent to entering into the Amendment, Lender requires the Grantor, and to accommodate that requirement Grantor desires by this Supplement, to confirm and assure that all the real estate and other properties, rights, interests and privileges of Grantor which are currently subject to the lien of the Assignment be and constitute collateral security for Clark Note One, as extended; and

WHEREAS, the Assignment is to continue to secure all the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW, THEREFORE, for and in consideration of Ten Dollars, the execution and delivery by Lender of the Amendment, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Assignment shall be and hereby is supplemented and amended as follows:

1. It is hereby agreed that all the indebtedness evidenced by Clark Note One as extended by the Amendment shall be secured by the Assignment in the same manner as if such indebtedness was specifically described in the Assignment as indebtedness secured thereby. All references to Clark Note One and the maturity date of Clark Note One contained in the Assignment shall be deemed to be references to Clark Note One and the maturity date of Clark Note One as extended pursuant to the Amendment referred to above (as the same may be further amended or modified from time to time, and including any and all notes issued in extension or renewal thereof or in substitution or replacement thereof.)

2. This Supplement is supplementary to the Assignment. All provisions of the Assignment and Clark Note One, including the right to declare the principal and accrued interest due thereon for any cause specified therein, shall remain in full force and effect, it being the expressed intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this Supplement. The provisions of this Supplement shall inure to the benefit of any holder of Clark Note One and shall bind the heirs, personal representatives, successors and assigns of the Grantor.

3. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

4. Any note, instrument, or other document that refers to the Assignment is deemed a reference to the Assignment as amended hereby and does not need to refer to this Supplement. This instrument shall be governed by, and construed in accordance with, the laws of the State of Illinois.

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IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed the day and year first above written.

LAKESIDE BANK, not personally but as Trustee
under that certain trust agreement dated
June 9, 1995 and known as Lakeside Bank
Trust #10-1691

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

By *Vincent J. Tolve*
Name VINCENT J. TOLVE
Title VICE PRESIDENT & TRUST OFFICER

Accepted and agreed to in Chicago, Illinois as of the day and year first above written.

HARRIS BANK WESTCHESTER

By *Joan Lank*
Name LORRA LANK
Title VICE PRESIDENT
OF HARRIS TRUST & SAVINGS BANK
AND AN AUTHORIZED REPRESENTATIVE
OF HARRIS BANK WESTCHESTER

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, Notary Public in and for said County, in the State aforesaid, do hereby certify that Vincent J. Toke, Vice President and Trust Officer of Lakeside Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP and Trust Officer, 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 and deed of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 4th day of November, 2004.

Karen J. Venetch

Notary Public

KAREN J. VENETCH

(Type or Print Name)

(Notarial Seal)

Commission Expires:

2/22/05



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, Notary Public in and for said County, in the State aforesaid, do hereby certify that LOREN LALLIE AS REPRESENTATIVE of Harris Bank Westchester, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such REPRESENTATIVE, 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 and deed of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, as of this 18th day of NOVEMBER, 2004.

Carole A. Flisnik
Notary Public

CAROLE A. FLISNIK
(Type or Print Name)

(Notarial Seal)



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ALL OF THE FOLLOWING PARCELS 1 AND 2 TAKEN AS A SINGLE TRACT EXCEPT THE SOUTH 635.5 FEET THEREOF:

PARCEL 1:

THE NORTH 1040 FEET (EXCEPT THE NORTH 128.60 FEET THEREOF) OF THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF AND ADJOINING THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO HAMMOND AND WESTERN RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 144 OF PLATS ON PAGES 14 TO 35 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

(A) BLOCK 2 INCLUDING VACATED ALLEYS (EXCEPT THE NORTH 74.6 FEET THEREOF TAKEN FOR WIDENING OF CERMAK ROAD AND EXCEPT THE EAST 155 FEET THEREOF);

(B) BLOCK 3 INCLUDING VACATED ALLEYS (EXCEPT THE EAST 155 FEET THEREOF);

(C) THAT PART OF VACATED 23RD STREET LYING BETWEEN PARCELS "A" AND "B" ABOVE;

(D) THAT PART OF VACATED 23RD PLACE LYING SOUTH OF AND ADJOINING PARCEL "B" ABOVE;

(E) THAT PART OF VACATED 27TH AVENUE LYING WEST OF AND ADJOINING PARCELS "A", "B", "C" AND "D" ABOVE;

ALL IN KOMAREK'S WEST 22ND STREET 7TH ADDITION, BEING A SUBDIVISION OF THE NORTH 1040 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. no.: 15-28-205-049-0000

Property Address: 2700 West Cermak Road
Broadview, Illinois 60155

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Lakeside Bank

55 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60601-1699 • (312) 435-5100

ASSIGNMENT OF RENTS RIDER

THIS ASSIGNMENT OF RENTS IS EXECUTED BY LAKESIDE BANK, NOT personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein or in said mortgage or trust deed or in said note shall be construed as creating any liability on the said **lakeside bank** personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein contained, all such liability, if any, being expressly waived by trustee and by every person now or hereafter claiming any right or security hereunder and that so far as **lakeside bank** personally is concerned the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the premises hereby conveyed and the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said mortgage or trust deed and note provided.