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PREPARED BY AND WHEN **RECORDED MAIL TO:**

Steven Bright, Esq. Levenfeld Pearlstein, LLC 211 Waukegan Road Suite 300 Northfield, Illinois 60093



Doc#: 0434433156

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 12/09/2004 11:12 AM Pg: 1 of 4

AMENDMENT NO. 1 TO ASSIGNMENT OF LEASES AND RENTS -LASALLE BANK NATIONAL ASSOCIATION TRUST NO. 106784

Amendment No. 1 to Assignment of Leases and Rents dated as of May 21, 2004, made by LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK, not individually, but solely as Trustee under that certain Trust Agreement dated August 8, 1983 and known as Trust No. 106784 ("Assignor") in favor of LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE BANK NI ("Assignee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof.

PREAMBLE:

Assignor gave to Assignee that certain Assignment of Leases and Rents dated May 20, 1997, which was recorded on May 21, 1997 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 97-362792 (the "Assignment"). Assignor has requested Assignee to modify certain terms and conditions of Assignor's financing of Assignee. Assignee has agreed to do so, so long as, among other things, Assigner executes and delivers to Assignee this Amendment.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Assignor agrees as follows:

1. Section 1.01 of the Assignment is amended to as follows:

> Note. Pursuant to that certain Loan and Security Agreement dated May 20, 1997, as amended from time to time, including, but not limited to, as of the date of Amendment No. 1 to this Assignment entered into by and among Assignee, the beneficiary of Assignee (said beneficiary shall be referred to as the "Beneficiary") and Mortgagor (said Loan and Security Agreement, as amended, and as may be further amended or restated from time to time, shall be hereinafter referred to as the "Loan Agreement"), that certain Promissory Note dated May 20, 1997, as amended from time to time, including, but not limited to, as of the date of Amendment No. 1 to this Assignment

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(said Promissory Note, as amended, and as may from time to time be further amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Note") in the principal amount of \$1,250,000.00 payable, along with interest, and maturing as specified in the Promissory Note has been or is being contemporaneously executed and delivered by Beneficiary and Assignor to Assignee."

- All references to the "Assignment" in the Assignment shall mean the "Assignment" as amended by this Amendment and as may be further amended and/or restated from time to time.
- 3. In all other respects, the Assignment is hereby restated, reaffirmed and incorporated herein, the only amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Assignment shall have the same meanings herein as therein.

Exculpation. This Amendment is executed by Assignor, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred and fixed in its as such Trustee, and it is expressly understood and agreed that rothing herein contained shall be constituted as creating any liability on Assignor as Trustee as aforesaid, or on Assignor personally, to pay the Obligations or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability on Assignor, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder. Each and all of the representations, warranties, covenants, undertakings and agreements made by the Assignor as Trustee as after and are made for the purpose of binding (and shall be enforceable against) Beneficiary, and their successors and artigns. So far as the Assignor as Trustee as aforesaid, and its successors, and the Assignor, personally, are concerned. Assignee and the holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the rianner herein and in the Note provided, or by action to enforce the personal liability of any guarantor or co-maker.

> LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK, not ino vidually, but solely as trustee under Trust Agreement dated August 8, 1983 and known as Trust Nc. 106784

Title: ASSISTANT VICE PRESIDENT

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STATE OF ILLINOIS)
) SS. COUNTY OF Cook)
I, the condersioned, a Notary Public in and for said County, in the State aforesaid, D thereby CERTIFY, that the same person whose names are subscribed to the foregoing instrument as such and respectively appeared before me this day in person and acknowledged that the signed and delivered the said instrument as the own free and voluntary act and as the free and voluntary act of said land trustee, for the uses and purposes therein s forth.
GIVE V under my hand and notarial seal this M^{th} day of M^{th} day of M^{th}
Mattle Public Notary Public
My Commission Expires:
[SEAL] MATTHEW CARROLL NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 08/21/2006
My Commission Expires: "OFFICIAL SEAL" MATTHEW CARROLL NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 08/21/2006
Co

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EXHIBIT A

Legal Description

LOT 6 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.:

04-02-101-019-0000

evere Dr. Cook County Clarks Office Address: 105 Revere Drive, Northbrook, Illinois 60062