



Doc#: 0626518081 Fee: \$40.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/22/2006 04:10 PM Pg: 1 of 9

AFTER RECORDING RETURN TO:  
MB Financial Bank NA  
6111 North River Road  
Rosemont, IL 60018  
Attn: Chad Rock

PROPERTY ADDRESSES:

- 1. 3505 North Elston, Chicago, Illinois
- 2. 3512 North Elston, Chicago, Illinois
- 3. 3516 North Albany, Chicago, Illinois
- 4. 4201 West Belmont, Chicago, Illinois

PIN #:

- 1. 13-24-302-017 and 13-24-302-025
- 2. 13-24-306-008
- 3. 13-24-302-026
- 4. 13-27-202-007, 13-27-203-003, 13-27-203-004,  
13-27-203-008, 13-27-203-009 and 13-27-203-010

**The Talon Group#**

*1486464646*  
*2 of 2.*

**SECOND AMENDMENT TO ASSIGNMENT OF RENTS**

This SECOND AMENDMENT TO ASSIGNMENT OF RENTS (this "Amendment") is entered into as of August 14, 2006 by and between EZINE INCORPORATED and 4201 WEST BELMONT, INC., both Illinois corporations, jointly and severally, the "Assignor"), and MB FINANCIAL BANK, N.A. (the "Mortgagee"), having offices at 801 West Madison Street, Chicago, Illinois 60607.

RECITALS:

A. Assignor executed an Assignment of Rents and Leases dated February 25, 2002 ("Assignment of Rents"), recorded on March 15, 2002 as Document No. 020297355 in the Office of the Cook County, Illinois Recorder of Deeds (the "Recorder's Office") as amended by that certain First Amendment to Assignment of Rents dated May 23, 2003 and recorded with the Recorder's Office on September 19, 2003 as Document No. 0326227039, encumbering certain property commonly known as 3505 North Elston, Chicago, Illinois, 3512 North Elston, Chicago, Illinois, 3516 North Albany, Chicago, Illinois and 4201 West Belmont, Chicago, Illinois, and as more particularly described in Exhibit A attached hereto and made a part hereof to secure the indebtedness described therein.

B. Assignor is indebted to the Mortgagee and Mortgagee is the holder of the following notes (together with any and all amendments, modifications, renewals, extensions, restatements and substitution thereof and therefore) evidencing the indebtedness:

- 1. Feathersound, Inc., Belmont Home and Decor, Inc. f/k/a Ashland Designs, Inc., Leyla's, Inc., Eastern Accents, Inc. and Assignor's Note to Mortgagee dated February 25, 2002, in the principal sum of One Million Five Hundred

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Thousand and no/100 Dollars (\$1,500,000.00) bearing interest and payable as set forth therein (the "Revolving Note"); and

2. Feathersound, Inc., Belmont Home and Decor, Inc., Leyla's, Inc., Eastern Accents, Inc. and Mortgagor's Note to Mortgagee dated May 23, 2003, in the principal sum of Five Million Two Hundred Thousand and no/100 Dollars (\$5,200,000.00), bearing interest and payable as set forth therein (the "Mortgage Note").
3. Feathersound, Inc., Belmont Home and Decor, Inc., Leyla's, Inc., Eastern Accents, Inc. and Mortgagor's Note to Mortgagee dated August 14, 2006, in the principal sum of Six Million Four Hundred Thousand and no/100 Dollars (\$6,400,000.00), bearing interest and payable as set forth therein (the "Construction Note").
4. Feathersound, Inc., Belmont Home and Decor, Inc., Leyla's, Inc., Eastern Accents, Inc. and Mortgagor's Note to Mortgagee dated August 14, 2006, in the principal sum of Six Hundred Thousand and no/100 Dollars (\$600,000.00), bearing interest and payable as set forth therein (the "Equipment Note").

As used herein, "Note" and "Notes" shall mean, respectively, each of and collectively, the Revolving Note, the Mortgage Note, the Construction Note and the Equipment Note.

NOW, THEREFORE, in consideration of the mutual premises and agreement of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend and modify the Assignment of Rents as follows:

1. Recitals. The Recitals to this Amendment are incorporated herein by this reference as fully and with the same force and effect as if repeated herein at length.
2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Assignment of Rents.
3. Modifications.
  - (a) The reference in the First Paragraph of the Assignment of Rents to the combined indebtedness of the Notes shall now refer to an indebtedness which at any one time shall not exceed \$15,000,000.00 in the aggregate and the Notes shall include the Construction Note and the Equipment Note.
4. Notes Secured. Assignor expressly agrees that the Assignment of Rents secures the indebtedness evidenced by the Notes and any and all extensions, renewals and modifications thereof and substitutions therefor.

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5. Revolving Credit Arrangement. This Assignment of Rents is given to secure, *inter alia*, the Revolving Note which is a revolving credit loan and shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date of the Assignment of Rents, to the same extent as if such future advances were made on the date hereof. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total indebtedness so secured at any one time shall not exceed \$15,000,000.00 in the aggregate.

6. Consideration. Assignor acknowledges the receipt of adequate and sufficient consideration in order to assign the rents and leases from the Mortgaged Premises to the Bank as security for the Notes. The Assignor has had the benefit of the advice of its attorneys regarding this Amendment and has entered into this transaction voluntarily and with full knowledge of the consequences.

7. Additional Covenants. The Assignor shall cause this Amendment to be promptly recorded with the Recorder's Office.

8. Reaffirmation of Assignment of Rents. All the terms, conditions, agreements and provisions set forth in the Assignment of Rents, as hereby, modified, supplemented and/or restated, are hereby reaffirmed, ratified, and confirmed in their entirety by the Assignor and incorporated herein by reference as if fully set forth herein. All references in the Assignment of Rents to the Assignment of Rents shall hereafter be deemed to refer to the Assignment of Rents as amended by this Amendment. The Assignment of Rents, as amended, shall remain in full force and effect in all respects without setoff, demand or counterclaim.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Assignment of Rents to be executed by their duly authorized persons as of August 14, 2006.

EZINE INCORPORATED

4201 WEST BELMONT, INC.

By: [Signature]  
Name: RIDUAN TATARSI  
Title: PRESIDENT

By: [Signature]  
Name: RIDUAN TATARSI  
Title: PRESIDENT

MB FINANCIAL BANK, N.A.

By: [Signature]  
Name: Mark Healy  
Title: CRP

This instrument prepared by:  
Kevin Murnighan, Carey, Filter, White & Boland, 33 W. Jackson, 5<sup>th</sup> Floor, Chicago, IL 60604

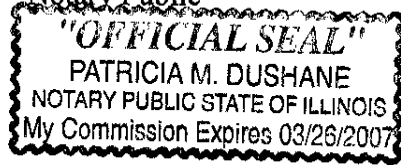
# UNOFFICIAL COPY

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 the person whose name is subscribed to this Mortgage Modification is personally known to me to be a duly authorized officer of EZINE, INCORPORATED appeared before me this day and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation for uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5 day of September 2006.  
My commission expires: 3-26-2007

*Patricia M. Dushane*  
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 the person whose name is subscribed to this Mortgage Modification is personally known to me to be a duly authorized officer of 4201 WEST BELMONT, INC. appeared before me this day and acknowledged that he/she signed and delivered this instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation for uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5 day of September 2006.  
My commission expires: 3-26-2007

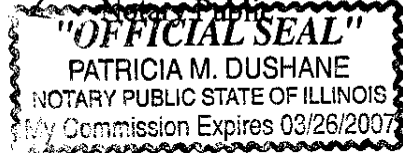
*Patricia M. Dushane*  
Notary Public

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 the person whose name is subscribed to this Mortgage Modification is personally known to me to be a duly authorized officer of MB FINANCIAL BANK, N.A. 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5 day of September 2006.  
My Commission Expires: 3-26-2007

*Patricia M. Dushane*



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## EXHIBIT A TO FIRST AMENDMENT TO ASSIGNMENT OF RENTS

### LEGAL DESCRIPTIONS

#### 1. 3505 N. ELSTON AVE., CHICAGO, ILLINOIS

LOTS 11, 12 AND 13 IN BLOCK 2 IN JOSEPH BICKERDIKES SUBDIVISION OF THAT PART OF THE NORTH 85 1/2 ACRES OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE CENTER OF ELSTON AVENUE, AND BOUNDED AS FOLLOWS: NORTH BY THE CENTER OF WARNER AVENUE, WEST BY THE CENTER OF KEDZIE AVENUE, SOUTHWEST BY THE CENTER OF ELSTON AVENUE, EAST BY THE CENTER OF WALLACE AVENUE EXTENDED, IN COOK COUNTY, ILLINOIS.

PINS: 13-24-302-017 AND 13-24-302-025

#### 2. 3512 N. ELSTON AVE., CHICAGO, ILLINOIS

LOT 7 EXCEPT THEREFROM THAT PART LYING NORTHWEST OF A LINE DRAWN FROM A POINT IN THE NORTHEAST LINE OF LOT 6 1.54 FEET NORTHWEST OF THE MOST EAST CORNER THEREOF TO A POINT IN THE WEST LINE OF LOT 7 AFORESAID 2.27 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; ALL IN BLOCK 2 IN THE SUBDIVISION OF LOTS 1, 2 AND 4 TO 16, INCLUSIVE, OF H. AND M. FELSENTHAL'S ADDITION TO AVONDALE, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-24-306-008-0000

#### 3. 3516 N. ALBANY, CHICAGO, ILLINOIS 60618

LOTS 4 AND 5 IN BLOCK 2 IN JOSEPH BICKERDIKE'S SUBDIVISION, OF THAT PART OF THE NORTH 85 1/2 ACRES OF THE SOUTHWEST 1/4, SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE CENTER OF ELSTON AVENUE AND BOUND AS FOLLOWS: NORTH BY THE CENTER OF WARNER AVENUE, WEST BY THE CENTER OF KEDZIE AVENUE, SOUTHWESTERLY BY THE CENTER OF ELSTON AVENUE AND EASTERLY BY THE CENTER OF WALLACE AVENUE EXTENDED, IN COOK COUNTY, ILLINOIS.

PIN: 13-24-302-026

#### 4. 4201 WEST BELMONT, CHICAGO, ILLINOIS

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PARCEL 1:

LOTS 1 TO 5, BOTH INCLUSIVE (EXCEPT THE EAST 33 FEET OF SAID LOTS) IN BLOCK 1 IN CUSHING'S SUBDIVISION OF THE WEST 50 ACRES OF THE NORTH 120 ACRES OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO  
PARCEL 2:

LOTS 1 TO 6, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 6 IN BLOCK 1 OF CUSHING'S SUBDIVISION OF THE WEST 50 ACRES OF THE NORTH 120 ACRES OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 1, 2 AND 3 AND WEST OF AND ADJOINING SAID LOTS 4, 5 AND 6 AFORESAID.

ALSO  
PARCEL 3:

LOTS 1, 2, 11 AND 12 IN THE SUBDIVISION OF LOTS 7 AND 8 IN BLOCK 1 OF CUSHING'S SUBDIVISION AFORESAID, EXCEPT THE EAST 10 FEET OF SAID LOT 2.

ALSO  
PARCEL 4:

THAT PART OF LOTS 3, 4, 5 AND 6 IN BLOCK 2 IN CUSHING'S SUBDIVISION AFORESAID LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 46.94 FEET EAST, MEASURED ALONG SAID NORTH LINE FROM THE NORTHWEST CORNER OF SAID LOT 3 AND RUNNING THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 55.53 FEET WEST, MEASURED ALONG SAID SOUTH LINE FROM THE SOUTHEAST CORNER OF SAID LOT 6; (EXCEPTING THEREFROM THAT PART OF SAID LOT 3 LYING NORTH OF A LINE PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3), ALL IN COOK COUNTY, ILLINOIS.

PINS: 13-27-202-007, 13-27-203-003, 13-27-203-004, 3-27-203-008, 13-27-203-009 and  
13-27-203-010



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## EXHIBIT A TO FIRST AMENDMENT TO MORTGAGE

### LEGAL DESCRIPTIONS

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