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Doc#: 0810605253 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 04/15/2008 12:59 PM Pg: 1 of 4

Return to:

Jon S. Herreman

Mallery & Zimmerman, S.C.

Suite 900

O CONTRACTOR

731 North Jackson Street

Milwaukee, Wisconsin 53202

FIRST AMENDMENT TO ASSIGNENT OF RENTS AND LEASES

THIS AMENDMENT (this "Amendment") is roade as of April 8, 2008 by **ANCHORBANK**, **fsb** ("Lender") and **508 PRODUCTIONS**, **LLC**, an Illinois limited liability company ("Borrower").

RECITALS:

- A. This Amendment amends the Assignment of Rents and Leuses executed Borrower in favor of Lender dated December 28, 2006 and recorded on January 5, 2007 in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 0700531308 (as amended, the "Assignment"). The Assignment encumbers the real property described on the attached Exhibit A (the "Premises").
- B. The Assignment, as amended by this Amendment, secures, among other things, Borrower's obligations to Lender under a Mortgage Note dated December 28, 2006 made payable to the order of Lender in the original principal amount of Four Million Three Hundred Thousand Dollars (\$4,300,000.00) (the "Original Note").
- C. Borrower and Lender have entered into a Loan Modification Agreement dated as of the date of this Amendment (the "Modification Agreement") in which Borrower and Lender have, among other things, agreed to increase the principal amount of the Original Note.
- D. Pursuant to the Modification Agreement, Borrower has executed and delivered to Lender an Amended and Restated Note dated April 8, 2008 in the principal amount of Six Million

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Six Hundred Eighty Thousand Seven Hundred Five Dollars (\$6,680,705.00) payable to the order of Lender, which amends and restates the Original Note (the "Amended and Restated Note").

E. Lender and Borrower desire to reflect the changes in the terms of the loan as set forth in the Modification Agreement as they may affect the terms of the Assignment. Capitalized terms not otherwise defined in this Amendment have the definitions provided in the Assignment.

AGREEMENTS:

In consideration of the foregoing recitals, and for other consideration, the receipt and sufficiency of which Lender and Borrower acknowledge, LENDER AND BORROWER AGREE:

- 1. <u>Mcdification of Assignment</u>. The term "Note" as defined in the Assignment is modified to mean the Amended and Restated Note. The Assignment, as amended, secures all obligations of Borrower to Lender, as set forth in the Assignment, including the obligations of Borrower under the Amended and Restated Note.
- 2. <u>Representations and Warranties</u>. As of the date of this Amendment, Borrower reaffirms all its representations and warranties set forth in the Assignment, including, without limitation, the warranty of clear and marketable title to the Premises, subject only to the lien of the Assignment and other encumbrances on the permitted by the original terms of the Assignment.
- 3. <u>Effect</u>. All other terms and conditions of the Assignment shall remain in full force and effect.

Dated as of the date set forth above.

LENDER:

ANCHORBANK, fsb

By:

John W/Leupold, Vice President

BORROWER:

508 PRODUCTIONS, LLC

By:

Louis C. Waddle, Managing Member

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)) cc
COUNTY OF) SS)
This instrument was acknowledged before me April, 2008 by Louis C. Waddle, as managing member of 508 Productions, LLC.	
OFFICIAL SEAL JANE B RODAK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMENTARY EXPIRES:11/15/10	Notary Public, State of Illinois My commission 11 15 10
STATE OF WISCONSIN)
COUNTY OF MILWANKEE) SS)
This instrument was acknowledged Lefore me April, 2008 by John W. Leupold, as Vice President of AnchorBank, fsb.	
Drafted By:	Notary Public State of Wisconsin My commission 15 parameter
Drafted By: Jon S. Herreman Mallery & Zimmerman, S.C. 731 North Jackson Street, Suite 900 Milwaukee, Wisconsin 53202	

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1: Lots 1, 2 and the East ½ of Lot 3 in Block 9 in Wolcott's Addition to Chicago in the East ½ of the Northeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 2 in Block 14 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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