

# UNOFFICIAL COPY



Doc#: 0830104094 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/27/2008 01:33 PM Pg: 1 of 4

This instrument was prepared by and after recording should be mailed to:

Michael L. Weissman  
Holland & Knight, LLP  
131 South Dearborn Street, 30<sup>th</sup> Floor  
Chicago, IL 60603

Property of Cook County Clerk's Office

**THIRD  
MODIFICATION OF MORTGAGE  
BY AND BETWEEN  
401 PROPERTIES LIMITED PARTNERSHIP  
AND BRIDGEVIEW BANK GROUP**

Dated as of October 10, 2007

Premises located at:  
401 South LaSalle Street  
Chicago, Illinois

PIN No:  
17-16-243-031

*Handwritten signature*



*SY  
P4  
TMN  
KL*

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## THIRD

### MODIFICATION OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF ASSIGNMENT OF RENTS (hereinafter referred to as this "Modification"), made as of the 10<sup>th</sup> day of October, 2007 by 401 Properties Limited Partnership (hereinafter referred to as "Assignor") and Bridgeview Bank Group (hereinafter referred to as "Assignee"):

1. Paragraph (a) on page 1 of the Assignment of Rents is deleted and the following is substituted in lieu thereof:

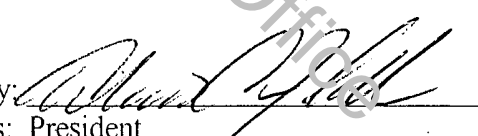
(a) Payment by Assignor of the indebtedness evidenced by, and observance and performance by Assignor of each and every one of the covenants, terms, conditions and agreements contained in that certain Mortgage Note (2007) of even date herewith (the "Note") in the principal sum of One Million Eight Hundred Ninety-Two Thousand Five Hundred Sixty and 82/100 Dollars (\$1,892,560.82) made by Assignor in favor of Assignee, and delivered to Assignee simultaneously with the execution and delivery of this Modification; and

2. Assignor and Assignee hereby acknowledge and agree that the modification contained herein shall in no manner affect or impair the lien created by the Assignment of Rents, which lien is valid and subsisting, all of the terms and provisions of the Assignment of Rents shall be and remain in full force and effect as therein written except as modified herein. Assignor acknowledges and agrees that there are no defenses, counterclaims or offsets to the Assignment of Rents.

IN WITNESS WHEREOF, the undersigned has executed this Modification of Assignment of Rents as of the date first written above.

**401 PROPERTIES LIMITED PARTNERSHIP,**  
an Illinois limited partnership

By: 401 Properties, Inc., an Illinois corporation,  
its general partner

By:   
Its: President

Name: Andrew Jahelka

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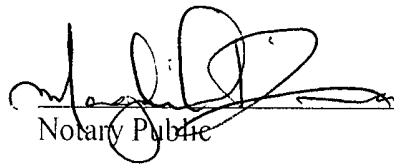
STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Andrew Jahelka, the President of 401 Properties, Inc., an Illinois corporation, the general partner of 401 PROPERTIES LIMITED PARTNERSHIP, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17<sup>th</sup> day of December, 2007.

My commission expires: 06/27/2010

  
\_\_\_\_\_  
Notary Public (SEAL)



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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 2, 5 AND THE NORTH 1 FOOT OF LOT 8, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS IN BLOCK 114 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Premises Address: 401 South LaSalle Street, Chicago, Illinois

P.I.N.: 17-16-243.031

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