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Cook County Recorder 29.00

30598/amendment to assignment of rents.doc

FOR RECORDER'S USE ONLY

**WHEN RECORDED MAIL TO:**

William S. Schwartz, Esq.  
Levenfeld Pearlstein Glassberg  
Tuchman Bright Goldstein &  
Schwartz, LLC  
33 West Monroe Street  
21<sup>st</sup> Floor  
Chicago, Illinois 60603



**AMENDMENT NO. 1 TO ASSIGNMENT OF RENTS  
COLE TAYLOR BANK TRUST NO. 952101**

Amendment No. 1 to Assignment of Rents dated as of July 30, 1999 made by **COLE TAYLOR BANK**, not individually, but solely as trustee under that certain Trust Agreement dated October 18, 1995 and known as Trust No. 952101 ("Assignor") in favor of **COLE TAYLOR BANK** ("Assignee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and made a part hereof.

P R E A M B L E:

Assignor gave to Assignee that certain Assignment of Rents dated July 16, 1996, which was recorded on July 18, 1996 in the Office of the Cook County, Illinois Recorder of Deeds as Document No. 96546510 (the "Assignment"). Assignor and the beneficiary of Assignor ("Beneficiary") have requested Assignee to modify Assignee's existing financing of Beneficiary. Assignee has agreed to do so, so long as, among other things, Assignor 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. The word "Note" in the Assignment is hereby modified to mean that certain Amended and Restated Term Note dated as of July 30, 1999 given by Assignor, Cynthia Aponte ("Aponte"), Republic Bank of Chicago as Trustee under Trust No. 1401 ("Republic Trust") and Arcoiris Contracting Services, Inc ("Arcoiris") to Assignee in the original principal amount of \$648,837.25, together with all renewals, extensions, modifications, amendments, replacements, and substitutions of or for the Note, pursuant to that certain Amended and Restated Loan and Security Agreement dated of even date by and between Arcoiris, Aponte, Republic Trust, Assignor and Assignee.

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**RETURN TO BOX 242**

2. On page 1 of the Assignment, the definition of the term "Borrower" shall be amended to read, "The word 'Borrower' shall mean each and every person or entity signing the Note."

3. 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.

4. 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.

COLE TAYLOR BANK, not individually, but solely as Trustee under Trust Agreement dated October 18, 1995, and known as Trust No. 952101

By: [Signature]  
Title: A.V.P.

**Trustee Exoneration Rider Attached Hereto And Made A Part Hereof**

ATTEST:

By: [Signature]  
Title: Sr. Trust Officer

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This ASSIGNMENT OF RENTS is executed by Land Trustee, not personally but as Trustee as aforesaid in the exercise of the power of authority conferred and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said deed or in said note contained shall be construed as creating any liability on the said Land Trustee 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 expressed 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 the Land Trustee personally is concerned, the legal holder of holders of said note and the owner or owners of any indebtedness accruing hereunder or any making any claim hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said trust deed and note provided.

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STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

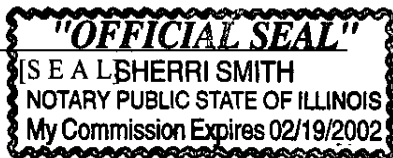
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I, the Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Mario V. Gotanco (Assistant) Vice President, and Linda L. Horcher, SrTO, of Cole Taylor Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Vice President and Sr. Tr. Off. respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth; and said Sr. Tr. Off. did also then and there acknowledge that he as custodian of the corporate seal of said Trust Company did affix said corporate seal of said Trust Company to said instrument as her own free and voluntary act, and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of September, A.D., 1999.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



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LOT 19 AND 20 OF BLOCK 2 IN KAREL V. JANOVSKY'S GAGE PARK ADDITION A  
SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTH EAST  
1/4 AND THE WEST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF THE  
SOUTH EAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 19-12-424-019

Common Address: 2744 W. 55th St., Chicago, IL

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