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Execution Copy

**RECORDATION REQUESTED BY:**

**FIRST AMERICAN BANK**

1650 Louis Avenue  
Elk Grove Village, Illinois 60007

**WHEN RECORDED MAIL TO:**

Katten Muchin Rosenman LLP  
525 West Monroe Street  
Chicago, IL 60661  
Attention: Scott E. Lyons, Esq.



Doc#: 0905740021 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/26/2009 09:30 AM Pg: 1 of 9

**This Instrument prepared by:**

Katten Muchin Rosenman LLP  
525 West Monroe Street  
Chicago, IL 60661  
Attention: Scott E. Lyons, Esq.

90 3318-002

**FIRST AMENDMENT TO ASSIGNMENT OF RENTS  
(Chicago Real Property – 4829 N. Lipps)**

**THIS FIRST AMENDMENT TO ASSIGNMENT OF RENTS (Chicago Real Property – 4829 N. Lipps)** (this “Amendment”) is made as of this 20 day of February, 2009, between **NORTHWESTERN BUSINESS COLLEGE, INC.**, an Illinois corporation (“Grantor”), and **FIRST AMERICAN BANK**, an Illinois banking corporation (“Lender”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreements described below.

**RECITALS**

A. Pursuant to that certain (a) Business Loan Agreement (Revolving Loan) dated as of August 7, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the “Original Revolving Loan Agreement”) and (b) Business Loan Agreement (Real Estate Loan) dated as of August 7, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the “Original Real Estate Loan Agreement” and, together with the Original Revolving Loan Agreement, the “Original Loan Agreements” and each, individually, an “Original Loan Agreement”), Grantor has previously executed and delivered in favor of Lender

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a certain Assignment of Rights (Chicago Real Property – 4829 N. Lipps) made as of August 7, 2003, and recorded on August 27, 2003 in the office of the Recorder of Deeds for Cook County, Illinois as Document #0323926047 (the “Assignment”), which Assignment assigns and conveys to Lender, Grantor’s right, title and interest in and to the Rents from the land legally described on **Exhibit A** attached hereto (the “Land”).

B. Lender and Grantor have entered into that certain (i) Amended and Restated Business Loan Agreement, dated as of August 30, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “NBC Loan Agreement”) and (ii) Lender and Lawrence W. Schumacher, the indirect sole shareholder of Grantor (“Lawrence W. Schumacher”), have entered into that certain Business Loan Agreement, dated as of August 30, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Schumacher Loan Agreement” and, together with the NBC Loan Agreement, the “Loan Agreements” and each, individually, a “Loan Agreement” ) pursuant to which Loan Agreements, without constituting a novation, the terms of the Original Loan Agreements have been amended and restated in their entirety and the Lender has agreed to make additional loans to the Grantor and Lawrence W. Schumacher.

C. Pursuant to the Loan Agreements, (i) Grantor has executed and delivered to the Lender that certain (a) Amended and Substituted Revolving Note dated as of August 30, 2007 in the original principal amount of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS** (\$2,500,000) (as amended through the date hereof, the “Revolving Note”), (b) Term Note dated as of August 30, 2007 in the original principal amount of **ONE MILLION EIGHT HUNDRED TEN THOUSAND AND NO/100 DOLLARS** (\$1,810,000) (as amended through the date hereof, the “First Term Note”), (c) Amended and Substituted Bridgeview Commercial First Mortgage Note dated as of August 30, 2007 in the original principal amount of **SIX MILLION NINE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS** (\$6,930,000) (as amended through the date hereof, the “Bridgeview Commercial First Mortgage Note”), (d) Amended and Substituted Chicago Commercial First Mortgage Note dated as of August 30, 2007 in the original principal amount of **THREE MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS** (\$3,675,000) (as amended through the date hereof, the “Chicago Commercial First Mortgage Note”), (e) Second Term Note dated as of July 1, 2008 in the original principal amount of **THREE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS** (\$305,000.00) (as amended through the date hereof, the “Second Term Note”), (f) Third Term Note dated as of August 14, 2008 in the original principal amount of **ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS** (\$1,600,000.00) (as amended through the date hereof, the “Third Term Note”) and (g) Fourth Term Note dated as of the date hereof in the original principal amount of **THREE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS** (\$317,600.00) (the “Fourth Term Note”), and (ii) Lawrence W. Schumacher has executed and delivered to the Lender that certain Term Note dated as of August 30, 2007 in the original principal amount of **ONE MILLION NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS** (\$1,925,000) (as amended through the date hereof, the “Schumacher Term Note”; the Revolving Note, the First Term Note, the Bridgeview Commercial First Mortgage Note, the Chicago Commercial First Mortgage Note, the Second Term Note, the Third Term

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Note, the Fourth Term Note and the Schumacher Term Note are referred to herein collectively as the "Notes").

D. In connection with the execution and delivery of the Loan Agreements and the Notes, Grantor and Lender have agreed to modify the Assignment of Rents upon the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency whereof are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.**

The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. **Amendment of Assignment.**

(a) Section 5.1 of the Assignment hereby is amended by deleting the definitions of the terms "Indebtedness," "Loan Agreement" and "Note" set forth therein and substituting the following therefor:

**"Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Notes and any amounts expended or advanced by Lender to discharge obligations of Grantor and/or Lawrence W. Schumacher or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Notes, the word "Indebtedness" includes all loans, together with all other obligations, debts and liabilities of Grantor and/or Lawrence W. Schumacher to Lender, whether as a borrower, guarantor or otherwise, or any one or more of them, of any and every kind and nature, and including, without limitation, all loans together with all other obligations, debts and liabilities of Grantor and Lawrence W. Schumacher to Lender, pursuant to the Loan Agreements, of any and every kind and nature; as well as all claims by Lender against Grantor and/or Lawrence W. Schumacher whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated whether arising by operation of law, under the Notes, or acquired by Lender from any other source; whether Grantor and/or Lawrence W. Schumacher may be liable individually or jointly with others; whether Grantor and/or Lawrence W. Schumacher may be obligated as a guarantor, surety, or otherwise; whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations; and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Notes, all future amounts Lender in its discretion may loan to Grantor and/or Lawrence W. Schumacher, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate TWENTY-SEVEN MILLION AND NO/100 DOLLARS

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(\$27,000,000.00). **At no time shall the principal amount of the Indebtedness secured by this Assignment, not including sums advanced to protect the security of this Assignment, exceed the Maximum Amount Secured."**

**"Loan Agreements.** The words "Loan Agreements" mean, collectively, that certain (a) Amended and Restated Business Loan Agreement dated as of August 30, 2007 between Grantor and Lender and (b) Business Loan Agreement dated as of August 30, 2007 between Lawrence W. Schumacher and Lender, each as the same may be amended, restated, supplemented or otherwise modified from time to time."

**"Notes** The word "Notes" means, collectively, that certain (a) Amended and Substituted Revolving Note of Grantor dated as of August 30, 2007 in the original principal amount of **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS** (\$2,500,000) (as amended through the date hereof, the **"Revolving Note"**), (b) Term Note of Grantor dated as of August 30, 2007 in the original principal amount of **ONE MILLION EIGHT HUNDRED TEN THOUSAND AND NO/100 DOLLARS** (\$1,810,000) (as amended through the date hereof, the **"First Term Note"**), (c) Amended and Substituted Bridgeview Commercial First Mortgage Note of Grantor dated as of August 30, 2007 in the original principal amount of **SIX MILLION NINE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS** (\$6,930,000) (as amended through the date hereof, the **"Bridgeview Commercial First Mortgage Note"**), (d) Amended and Substituted Chicago Commercial First Mortgage Note of Grantor dated as of August 30, 2007 in the original principal amount of **THREE MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS** (\$3,675,000) (as amended through the date hereof, the **"Chicago Commercial First Mortgage Note"**), (e) Second Term Note dated as of July 1, 2008 in the original principal amount of **THREE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS** (\$305,000.00) (as amended through the date hereof, the **"Second Term Note"**), (f) Third Term Note dated as of August 14, 2008 in the original principal amount of **ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS** (\$1,600,000.00) (as amended through the date hereof, the **"Third Term Note"**), (g) Fourth Term Note dated as of the date hereof in the original principal amount of **THREE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS** (\$317,600.00) (the **"Fourth Term Note"**) and (h) Term Note of Lawrence W. Schumacher dated as of August 30, 2007 in the original principal amount of **ONE MILLION NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS** (\$1,925,000) (as amended through the date hereof, the **"Schumacher Term Note"**), in each case, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note. The Notes have a final maturity date of April 1, 2014."

(b) Section 5.2(l) of the Assignment hereby is amended by deleting the notice information appearing in such section in its entirety and substituting the following therefor:

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"If to Lender, at

First American Bank  
 Attention: Nathan R. Webb  
 Vice President  
 1650 Louis Avenue  
 Elk Grove Village, Illinois 60007  
 Tel: 847 586-2223; Fax: 847 290-8040

with a copy to:

Katten Muchin Rosenman LLP  
 Attention: Scott E. Lyons, Esq.  
 525 West Monroe Street  
 Chicago, IL 60661  
 Tel: 312 902-5495; Fax: 312 577-8854

if to Grantor, at

Northwestern Business College, Inc.  
 Attention: Lawrence W. Schumacher  
 9700 West Higgins Road  
 Suite 750  
 Rosemont, Illinois 60018  
 Tel: 847 318-8550 ext. 2108; Fax: 847 318-8558

with a copy to:

Torshen, Slobig, Genden, Dragutinovich & Axel, Ltd.  
 Attention: Bradley J. Axel, Esq.  
 105 W. Adams, Suite 3200  
 Chicago, Illinois 60603  
 Tel: 312 372-9282; Fax: 312 372-7914

### 3. No Further Amendment.

This Amendment is given solely to amend and modify the Assignment as set forth herein. No further amendment or modification of the Assignment is made or intended, and the respective terms and provisions thereof shall, as expressly amended and modified hereby, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Assignment as herein expressly amended, are hereby ratified, approved and confirmed in every respect. Grantor also hereby (i) agrees that, from and after the date of this Amendment, each reference in the Assignment to the terms "Loan Agreement(s)" and "Notes" shall mean and be a reference to each of such terms as defined in the Assignment, as the Assignment is amended pursuant to this Amendment, (ii) expressly ratifies and confirms, as of the date of the Assignment and as of even date herewith, the grant by Grantor of the Lien on the Real Property and all of the other property and interests in property created or intended to be created by the Assignment, in each case as amended and modified hereby and (iii) represents and



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warrants that Grantor has not created or suffered or permitted to exist any other Lien upon or in any such property or interests in property subsequent to the execution and delivery of the Assignment, other than as expressly permitted pursuant to the terms and provisions thereof. Grantor has no claims, claims of offset or causes of action against Lender, and no defenses to its performance of all Indebtedness.

#### 4. No Release.

The indebtedness, liabilities and other obligations secured by the Assignment are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any Lien created or evidenced thereby and all such Liens and the priority thereof shall relate back to the recordation date for the Assignment as referenced herein. This Amendment is not intended and shall not be deemed or construed to in any way affect the enforceability or priority of the Assignment or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

#### 5. Governing Law; Severability.

This Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois except that the provisions of the laws of the jurisdiction in which the Real Property is located shall be applicable to the creation, perfection and enforcement of the lien created by this Assignment and the exercise of remedies mandatorily governed by the laws of the state in which the Real Property is located. The invalidity, illegality or unenforceability of any provision of this Assignment shall not affect or impair the validity, legality or enforceability of the remainder of this Assignment, and to this end, the provisions of this Assignment are declared to be severable.

**[Remainder of Page Intentionally Left Blank, Signature Page Follows]**

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**NORTHWESTERN BUSINESS COLLEGE,  
INC.,** an Illinois corporation

By: \_\_\_\_\_

Name: Lawrence W. Schumacher

Title: President

**LENDER:**

**FIRST AMERICAN BANK**

By: \_\_\_\_\_

Name: Nathan Webb

Title: Vice President

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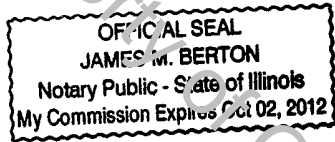
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## GRANTOR ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the County of COOK in the State of Illinois, DO HEREBY CERTIFY that Lawrence W. Schumacher, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the President of NORTHWESTERN BUSINESS COLLEGE, INC., whose name is subscribed to the foregoing instrument as Grantor, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of Grantor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of February, 2009.

  
\_\_\_\_\_  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

Property Addresses: 4829 North Lipps Avenue, Chicago, Illinois 60630

Permanent Index Nos.: 13-09-332-010

Legal Description:

LOTS 3 AND 4 IN BLOCK 39 IN THE VILLAGE OF JEFFERSON, BEING A SUBDIVISION OF SECTIONS 8, 9 AND 16 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE MAP THEREOF RECORDED SEPTEMBER 27, 1873 IN BOOK 5 OF PLATS PAGE 27 IN TOWNSHIP 40, RANGE 13, IN COOK COUNTY, ILLINOIS.