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1999-11-15 08:43:54
Cook County Recorder 27.00

RECORDATION REQUESTED BY:

CIB Bank
900 E. Higgins Road
Elk Grove Village, IL 60007



09069456

WHEN RECORDED MAIL TO:

CIB Bank
900 E. Higgins Road
Elk Grove Village, IL 60007

FOR RECORDER'S USE ONLY

This Modification of Assignment of Rents prepared by:

CIB Bank
900 E. Higgins Road
Elk Grove Village, IL 60007

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MODIFICATION OF ASSIGNMENT OF RENTS

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D2AEM 2472

LaSalle Bank National Association formerly known as

THIS MODIFICATION OF ASSIGNMENT OF RENTS IS DATED October 29, 1999, BETWEEN LaSalle National Bank, U/T/A dated November 16, 1997 and known as Trust No. 121433, jointly and severally, as Trustee (referred to below as "Grantor"), whose address is 853 W. Armitage Avenue, Chicago, IL 60614; and CIB Bank (referred to below as "Lender"), whose address is 900 E. Higgins Road, Elk Grove Village, IL 60007.

ASSIGNMENT OF RENTS. Grantor and Lender have entered into an Assignment of Rents dated February 13, 1998 (the "Assignment of Rents") recorded in Cook County, State of Illinois as follows:

Recorded on February 17, 1998 with Cook County Recorder's Office as Document No. 98-123027

REAL PROPERTY DESCRIPTION. The Assignment of Rents covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

LOTS 15, 16 & 17 IN BLOCK 12 IN STEPHEN F. GALE'S SUBDIVISION OF BLOCK 12 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8 TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1118-1124 West Fulton located in Chicago, IL 60603.

PIN # 17-08-409-002 & 17-08-409-003

Grantor and Lender hereby modify the Assignment of Rents as follows:

UNDER NOTE, CHANGE TO READ AS FOLLOWS:

The word "Note" means the Letter of Credit No. 2323091 dated November 1, 1999, for a total original principal amount of \$170,000.00 issued for the account of Bassam Haj Yousif in care of Capital Property Development to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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MODIFICATION OF ASSIGNMENT OF RENTS

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(Continued)

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Assignment of Rents shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Assignment of Rents as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Assignment of Rents (the "Note"). It is the intention of Lender to retain as liable all parties to the Assignment of Rents and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Assignment of Rents does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF ASSIGNMENT OF RENTS, AND EACH GRANTOR AGREES TO ITS TERMS.

See Exhibit A for Trustee's Exoneration Clause
LaSalle Bank National Association formerly known as

GRANTOR: LaSalle National Bank, U/T/A dated November 16, 1997 and known as Trust No. 121433
as trustee and not personally

By: Nancy A. Carlin
Trust Officer
Assistant Vice President

LENDER: CIB Bank

By: [Signature]
Authorized Officer

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CORPORATE ACKNOWLEDGMENT

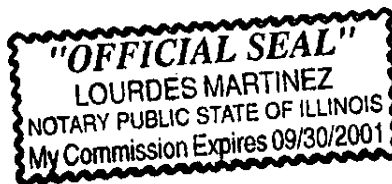
STATE OF Illinois)
) ss
COUNTY OF Cook)

**Nancy A. Carlin, Assistant Vice President
of LaSalle Bank National Association formerly
known as

On this day before me, the undersigned Notary Public, personally appeared as Trustee for **LaSalle National Bank, U/T/A dated 11-16-97 and known as Trust No. 121433**, to me known to be the person described in and who executed the foregoing Modification of Assignment of Rents, as the Trustee or designated agent of LaSalle National Bank and acknowledged that he or she executed the same as the free act and deed of said company and is acting for and on behalf of and as a Trustee or designated agent of the said company.

Given under my hand and official seal this 1st day of November, 1999.

By: [Signature]
Notary public in and for the State of Illinois



My commission expires _____.

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
)ss
COUNTY OF Wendell)



On this day before me, the undersigned Notary Public, personally appeared Joseph C. Ross of **CIB Bank**, and that the seal affixed to the foregoing Modification of Assignment of Rents is the corporate seal of said corporation and that said Modification was signed and sealed on behalf of said corporation, by authority of its Board of Directors, said Senior Vice President of **CIB Bank**, acknowledged said Modification to be the free act and deed of said corporation.

Given under my hand and official seal this 29th day of October, 1999.

By Karl L. Searl

Notary Public in and for the State of Illinois

My Commission expires 09.23.2002.

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PROPERTY OF COUNTY CLERK'S OFFICE

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EXHIBIT 'A'

RIDER ATTACHED TO AND MADE A PART OF
(TRANSFER AGREEMENT)
MORTGAGE (EXTENSION AGREEMENT)
(ADDITIONAL ADVANCE AGREEMENT)
(MODIFICATION OF ASSIGNMENT OF RENTS

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DATED 10/29/99 UNDER TRUST NO. 121433

This instrument is executed by **LASALLE BANK NATIONAL ASSOCIATION**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE BANK NATIONAL ASSOCIATION** are undertaken by it solely as Trustee as aforesaid, and not individually and no personal liability shall be asserted to be enforceable against **LASALLE BANK NATIONAL ASSOCIATION** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE BANK NATIONAL ASSOCIATION**, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon **LASALLE BANK NATIONAL ASSOCIATION**, personally or as said Trustee to sequester the rents, issues and profits arising from the disposition thereof, but so far as said trustee and its successors and said **LASALLE BANK NATIONAL ASSOCIATION** personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

County Clerk's Office