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#473699

LOAN NUMBER 101540549



Doc#: 1102712131 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/27/2011 11:16 AM Pg: 1 of 7

PREPARED BY:
JAMES B. CARROLL, ESQ.
7800 W. 95th St, 2ND FL East
Hickory Hills, Illinois 60457
(708) 430-1300

MAIL TO:
PDC DEPARTMENT
Standard Bank and Trust Company
7800 W. 95th St
Hickory Hills, IL 60457

FIRST AMENDMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

The **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("Agreement"), made by and among Standard Bank and Trust Company, 7800 W. 95th Street, Hickory Hills, IL 60457, not personally but as Trustee under a Trust Agreement dated **April 28, 2006**, and known as Trust **19431** (hereinafter referred to as the "Landlord" or "Lessor"), 7800 West 95th Street, Hickory Hills, IL 60457, Auster Acquisitions, LLC, an Illinois Limited Liability Company, 3220 W. 98th Street, Suite 201, Evergreen Park, IL 60805 (hereinafter referred to as the "Tenant" or "Lessee"), and STANDARD BANK AND TRUST COMPANY, its successors and assigns, 7800 West 95th Street, Hickory Hills, IL 60457 (hereinafter referred to as the "Lender") dated May 22, 2006 and recorded on August 16, 2006 in the Office of the Recorder of Deeds, Cook County, Illinois as Document Number 0622820015 is amended as follows:

Subparagraph A of the Recitals is amended to read as follows:

- A. Landlord is the owner and holder of fee simple title in and to certain real property commonly known as Units 32 and 33 at 2404 S. Wolcott, Chicago, IL 60608, (hereinafter referred to as the "Premises") situated in Cook County, Illinois and described in **Exhibit "A"** attached hereto and by this reference made a part hereof; and

EXHIBIT "A" is amended to read as set forth on the attachment hereto.

Landlord and Tenant further agree that as of the date hereof, the Lease (as amended, amended and restated and supplemented from time to time) referred to in the Subordination, Non-Disturbance and Attornment Agreement as amended by this First Amendment is in full force and effect according to its original terms. In the event of a conflict between this **First Amendment** and the underlying Subordination, Non-Disturbance and Attornment Agreement, the terms and provisions of this **First Amendment** shall prevail. Tenant further agrees that no defense, setoff or counterclaim against Landlord's enforcement of the Lease, exists as of the date hereof.

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STEWART TITLE COMPANY
2055 West Army Trail Road, Suite 110
Addison, IL 60101
630-889-4000


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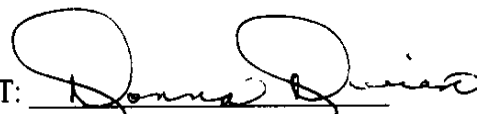
LOAN NUMBER 101540549

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by each party's respective Members and Officers and delivered to Lender pursuant to proper authority granted on December 31, 2010 effective as of December 1, 2010.

LESSOR:

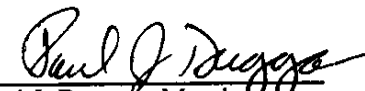
Standard Bank and Trust Company,
not personally but as Trustee under
Trust Agreement Dated April 28, 2006
and Known As Trust Number 19431

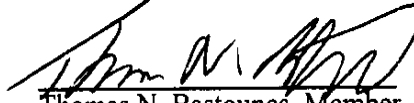
By: 
Patricia Ralphson, AVP & TO

ATTEST: 
Donna Diviero, ATO

Tenant:

Auster Acquisitions, LLC

By: 
Paul J. Duggan, Member


By: 
Thomas N. Bastounes, Member

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

LENDER:

Standard Bank and Trust Company

By: 

ATTEST: 

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STATE OF ILLINOIS

SS

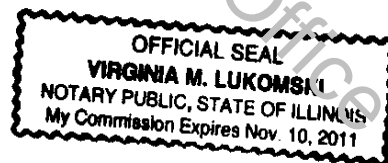
COUNTY OF COOK

I, the undersigned a Notary Public, in the State aforesaid DO HEREBY CERTIFY, that Patricia Ralphson and Donna Diviero of the STANDARD BANK AND TRUST CO. and of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP & TO and ATO, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ATO then and there acknowledged that (s)he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as aforesaid, for the uses and purposes there set forth.

GIVEN under my hand and notarial seal, this 31st day of December, 2011

Virginia M. Lukowski

 Notary Public



UNOFFICIAL COPY

LOAN NUMBER 101540549

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that Kevin P Boyle and Mary B Shomody, personally known to me to be Officers of STANDARD BANK AND TRUST COMPANY, an Illinois Banking Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation AS TRUSTEE, for the uses and purposes therein set forth.

GIVEN under my hand and official seal on December 21, 2010 effective as of December 1, 2010.

Mary C Davis
NOTARY PUBLIC

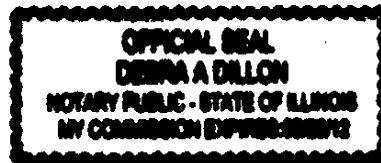


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that **Paul J. Duggan and Thomas N. Bastounes** who are personally known to me to be the Members of Auster Acquisitions, LLC, an Illinois Limited Liability Company (the "Company") and who are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this Affidavit as their free and voluntary act and as the free and voluntary act of the Company in connection with the financing of the Premises.

GIVEN under my hand and official seal on December 31, 2010 effective as of December 1, 2010.

Debra A Dillon
NOTARY PUBLIC



UNOFFICIAL COPY

LOAN NUMBER 101540549

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

The undersigned, a notary public in and for said County and State, **DOES HEREBY CERTIFY** that Kevin P Boyle and Mary B Shomody, personally known to me to be Officers of **STANDARD BANK AND TRUST COMPANY**, an Illinois Banking Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, in connection with the financing of the Premises.

GIVEN under my hand and official seal on December 31, 2010 effective as of December 1, 2010.

Mary C Davis
NOTARY PUBLIC



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**EXHIBIT "A"
TO NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT****LEGAL DESCRIPTION****PARCEL 1:**

UNITS 32 AND 33 IN CHICAGO INTERNATIONAL PRODUCE MARKET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL A:

LOTS 1 THROUGH 15 BOTH INCLUSIVE, (EXCEPTING THEREFROM THE WEST 65 FEET OF THE SOUTH 15 FEET OF LOT 2 AND THE WEST 15 FEET OF LOTS 3 THROUGH 15, BOTH INCLUSIVE), AND LOTS 16, 17, AND 18 (EXCEPTING THEREFROM THE WEST 100 FEET THEREOF), ALL IN BLOCK 13; AND LOTS 19 TO 34 BOTH INCLUSIVE, AND LOT 35 (EXCEPTING THEREFROM THE NORTH 80.4 FEET OF THE EAST 30 FEET THEREOF) AND LOT 36 (EXCEPTING THEREFROM THE EAST 80 FEET THEREOF) ALL IN BLOCK 12, ALL SAID LOTS AND BLOCKS BEING IN S. J. WALKER'S DOCK ADDITION TO CHICAGO BEING A SUBDIVISION OF THAT PART OF THE EAST ½ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE WESTERLY ½ OF CANAL "C" LYING EAST OF AND ADJOINING LOTS 19 TO 35, BOTH INCLUSIVE, (EXCEPTING THEREFROM THE NORTH 80.4 FEET OF THE WESTERLY ½ OF CANAL "C" LYING EAST OF AND ADJOINING THE NORTH 80.4 FEET OF LOT 35), ALL IN BLOCK 12 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST ½ NORTH OF RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

ALL THAT PART OF VACATED SOUTH WOLCOTT AVENUE DESCRIBED AS FOLLOWS: LYING WEST OF THE WEST LINE OF LOTS 19 TO 36, BOTH INCLUSIVE, IN BLOCK 12 AFORESAID; LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE, IN BLOCK 13 AFORESAID, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF LOT 36 IN BLOCK 12 FROM A POINT WHICH IS 38.89 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 36 AS MEASURED ALONG THE WEST LINE OF SAID LOT 36, SAID RIGHT ANGLE LINE EXTENDED WEST TO THE EAST LINE OF LOT 1 IN BLOCK 13 AND LYING NORTH AND NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 19 IN BLOCK 12 TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 13 AFORESAID; SAID VACATED STREET BEING FURTHER DESCRIBED AS THAT PART OF SOUTH WOLCOTT AVENUE LYING BETWEEN A RIGHT ANGLE LINE DRAWN FROM THE EAST LINE OF SOUTH WOLCOTT AVENUE FROM A POINT 38.89 FEET SOUTH OF THE SOUTHEASTERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD AND THE NORTHWESTERLY LINE OF THE WEST FORK OF THE

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SOUTH BRANCH OF THE CHICAGO RIVER, AS VACATED BY VACATION ORDINANCE RECORDED OCTOBER 4, 2000 AS DOCUMENT 00778090 WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020271499 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RIGHT TO USE OF U32-A AND U33-A, EXCLUSIVE LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0020271499.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AGREEMENT RECORDED OCTOBER 19, 1979 AS DOCUMENT 25201753 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, UNDER TRUST NO. 44760, AND EDWARD HINES LUMBER CO., A CORPORATION OF DELAWARE, OVER THE FOLLOWING DESCRIBED PROPERTY:

AN EASEMENT 22 FEET IN WIDTH LYING 11 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEING THAT PART OF LOTS 16, 17 AND 18 IN BLOCK 13 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE EAST ½ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER DESCRIBED AS FOLLOWS:

NOTE: THE WEST LINE OF AFORESAID LOTS 16, 17 AND 18 IS CONSIDERED AS BEARING DUE NORTH FOR THE FOLLOWING COURSES: COMMENCING AT THE NORTHWEST CORNER OF AFORESAID LOT 16, THENCE NORTH 89 DEGREES 54 MINUTES EAST IN ITS NORTH LINE, A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING OF THE AFORESAID CENTER LINE; THENCE SOUTH IN AFORESAID CENTER LINE A DISTANCE OF 347.0 FEET TO MANHOLE; THENCE SOUTH 25 DEGREES 49 MINUTES WEST IN AFORESAID CENTER LINE A DISTANCE OF 71.50 FEET TO THE END OF THE SEWER BEING IN THE WESTERLY FACE OF STEEL SHEETING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 2404 S. Wolcott Ave, Units 32 and 33, Chicago, IL 60608-5344.

PIN: 17-30-209-017-1032, Unit 32 and PIN: 17-30-209-017-1033, Unit 33