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This document was prepared by, and after recording, return to:

Albert, Whitehead, P.C. 10 North Dearborn St., Suite 600 Chicago, Illinois 60602 Attn: Gregory C. Whitehead

Permanent Tax Index Number: 20-15-217-038-0000

Property Address: 6152 S. Martin Lar er King Drive Chicago, Illinois



Doc#: 1226157254 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/17/2012 01:23 PM Pg: 1 of 7

## FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

This FIRST AMENDMENT 10 ASSIGNMENT OF RENTS AND LEASES dated as of September 7, 2012 (this "Amendment"), is executed by GR82B-6152 MLK, LLC, an Illinois limited liability company (the 'Assignor"), whose address is c/o Bronson & Kahn LLC, 150 North Wacker Drive, Chicago Illinois 60606, to and for the benefit of THE PRIVATEBANK AND TRUST COMPANY, its successors and assigns (the "Assignee"), whose address is 120 South LaSalle Sarset, Chicago, Illinois 60603.

### RECITALS:

- A. Pursuant to a Promissory Note dated July 1, 2017 the Lender loaned the Assignor the principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000) (the "Loan"). The Loan is secured by, inter alia, that contain Assignment of Rents and Leases, dated July 1, 2011 and recorded August 4, 2011 with the Cook County Recorder of Deeds as Document No. 1121642053 (the "Assignment") encumbering the real estate described on Exhibit A attached hereto (the "Proporty").
- B. Assignor has requested, and Lender has agreed to an extension of the maturity date of the Loan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Lender agree as follows:

1. Section 2(a) of the Assignment is hereby deleted in its entirety and replaced with the following:

1226157254 Page: 2 of 7

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- (a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any indebtedness or obligation of Assignor arising out of Interest Rate Agreements; (iii) any and all other indebtedness and obligations that may be due and owing to the Assignee by the Assignor under or with respect to the Loan Documents (as defined in the Note); and (iv) all costs and expenses paid or incurred by the Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and
- 2. Mo taggor hereby remakes and re-affirms the covenants, representations and warranties contained in the Assignment.
- 3. Except as hereby amended, the Assignment remains in full effect, unaltered, unrepealed and unamended.
  - 4. This Amendment may be executed in separate counterparts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

1226157254 Page: 3 of 7

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IN WITNESS WHEREOF, the Assignor and Assignee have executed and delivered this First Amendment to Assignment of Rents and Leases as of the day and year first above written.

Assignor:	
GR82B-6152 MLK, LLC, an Illinois limited liability company	
By: GP82B Properties, LLC Its: Manager  By: A substitution of the Bronson Title: Manager	
Assignee:	
THE PRIVATEBANK AND TRUST COMPANY	
By:	

1226157254 Page: 4 of 7

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IN WITNESS WHEREOF, the Assignor and Assignee have executed and delivered this First Amendment to Assignment of Rents and Leases as of the day and year first above written.

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Assig	nor:
	B-6152 MLK, LLC, nois limited liability company
By: Its:	GR82B Properties, LLC Manager  By: Name:Danie/ R. Bronson Title: Manager
Assign	nee:
By: Name: Its:	Pameta Daniels-Halisi  Managing Director

1226157254 Page: 5 of 7

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STATE OF ILLINOIS ) COUNTY OF COOK ) SS.
COUNTY OF COOK
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel R. Bronson, the Manager GR82E Properties, LLC, an Illinois limited liability company, which is the Manager of GR82B 6152 MLK, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.  GIVEN under row hand and notarial seal thisday of September, 2012.
Notary Public   "OFFICIAL SEAL"  My Commission Expires:   "OFFICIAL SEAL"  ROSLYN HAMER  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 12/9/2012
STATE OF ILLINOIS ) SS. COUNTY OF )
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that, the of PrivateBank and Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal this day of September, 2012.
Notary Public My Commission Expires:

1226157254 Page: 6 of 7

## **UNOFFICIAL COPY**

STATE OF ILLINOIS )
OUNTY OF )
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that <b>Daniel R. Bronson</b> , the Manager <b>GR82B-Properties</b> , <b>LLC</b> , an Illinois limited liability company, which is the Manager of <b>GR82B-6152 MLK</b> , <b>LLC</b> , an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.
GIVEN under r.v hand and notarial seal this day of September, 2012.
Ox
Notary Public My Commission Expires:
STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Parallely, the Angual Victor of PrivateBank and Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 Hday of September, 2012

Notary Public

My Commission Expires:

OFFICIAL SEAL

STEPHANIE Y BROWNLEE

NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES 01/12/13

1226157254 Page: 7 of 7

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#### **EXHIBIT "A"**

## LEGAL DESCRIPTION OF REAL ESTATE

THE SOUTH 2 FEET AND 2 INCHES OF LOT 6, ALL OF LOTS 7 AND 8, AND LOT 9 (EXCEPT THE SOUTH 13/4 INCHES OF SAID LOT 9) IN BLOCK 1 IN ISAAC PFLAUM'S SUBDIVISION OF LOT 6 AND THAT PART OF LOT 12 LYING NORTH OF THE SOUTH LINE OF LOT 6 AFORESAID, (PRODUCED TO INDIANA AVENUE) IN WILSON, HEALD AND STEBBIN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

20-15-317-038-0000

Address:

Martin L
Of Column Clark's Office 6152 South Martin Luther King Drive, Chicago, Illinois