

BY:

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Latimer LeVay Fyock, LLC
55 W. Monroe Street
Suite 1100
Chicago, Illinois 60603
Attn: Sheryl Fyock, Esq.



Doc#: 1434356183 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/09/2014 11:55 AM Pg: 1 of 5

AFTER RECORDING RETURN TO:

Parkway Bank and Trust Company
4800 N. Harlem Ave.
Chicago, IL 60706

SEND TAX NOTICES TO:

Parkway Bank and Trust Company
4800 N. Harlem Ave.
Chicago, IL 60706

This space reserved for Recorder's use only

FIRST MODIFICATION TO ASSIGNMENT OF RENTS

THIS MODIFICATION TO ASSIGNMENT OF RENTS dated effective as of October 15, 2014 (this "**Modification**"), is entered into between PARKWAY BANK & TRUST COMPANY, not individually but as trustee u/v/n 13886 dated December 16, 2004 ("**Original Grantor**"), BZ Investments, LLC, an Illinois limited liability company ("**Additional Grantor**"), and PARKWAY BANK & TRUST COMPANY ("**Lender**").

RECITALS

Original Grantor has heretofore executed and delivered to Lender that certain Assignment of Rents dated March 5, 2013, which was recorded on March 26, 2013, as Document Number 1308501025 in the Office of the Recorder of Deeds of Cook County, Illinois (the "**Original Assignment**"), covering the real property described on Exhibit A attached hereto. Capitalized terms used in this Modification and now defined herein have the respective meanings for such terms as set forth in the Original Assignment.

The Original Grantor has requested that Bank consent to the transfer of that portion of the Real Property commonly known as Units 202, 205, 209, 211, 213, 304, 310, 313, 314, 411, 413, 414, 505, 511, 513 and 613, to the Additional Grantor, and, as a condition to its providing such consent, Bank has required that the Original Assignment be modified on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Original Grantor and Additional Grantor hereby assign, grant, grant a continuing security interest in, and convey to Lender all of their respective right, title and interest in and to the Rents from the Property, and the parties hereto agree as follows:

1. **Modifications.**

(a) Additional Grantor expressly assumes the Assignment and agrees to perform all covenants, conditions, duties and obligations contained therein, and agrees to pay the Note and the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof.

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(b) Each reference in the Assignment to "Grantor" shall refer to Original Grantor and the Additional Grantor, and the obligations of Original Grantor and Additional Grantor hereunder shall be joint and several.

2. **Certain Representations.** Grantor represents and warrants that, as of the date hereof: (a) Grantor has full power and authority to execute this Modification, and this Modification constitutes the legal, valid and binding obligation of Grantor, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; and (b) no authorization, approval, consent or other action by, notice to, or filing with, any governmental authority or other person is required for the execution and delivery by Grantor of this Modification, or the performance of this Modification.

3. **Ratification and Confirmation.** It is expressly agreed that the execution of this Modification shall not alter or otherwise affect the terms, provisions and conditions of the Original Mortgage **EXCEPT** as expressly set out above. Grantor hereby RATIFIES, CONFIRMS AND AGREES that the Original Assignment, as amended hereby, shall continue to be in full force and effect to the same extent as provided therein.

4. **Limitation on Agreements.** The modifications set forth herein are limited precisely as written and shall not be deemed (a) to be a consent under or a waiver of or an amendment to any other term or condition in the Original Assignment, or (b) to prejudice any right or rights which Lender now has or may have in the future under or in connection with the Original Assignment, as amended hereby, or any of the other documents referred to herein or therein.

5. **Effect of Modification; Conflicts** This Modification shall be construed as, and is hereby made a part of, the Original Assignment, and such instruments (the Original Assignment and this Modification) shall be construed and interpreted together as a single instrument, excepting only that in the case of any inconsistency which cannot be reconciled, the terms of this Modification shall be controlling.

6. **Counterparts.** This Modification may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Modification and all of which, when taken together, will be deemed to constitute one and the same agreement.

7. **Entirety.** **THIS AGREEMENT AND ALL OF THE OTHER RELATED DOCUMENTS (AS DEFINED IN THE ORIGINAL ASSIGNMENT) REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

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Upon the direction of it's beneficiaries

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates of their notary certifications below to be effective on the date first set forth above.

GRANTOR:

PARKWAY BANK AND TRUST COMPANY,
not individually but as trustee u/t/n 13886

By: [Signature]

Name: ASST. TRUST OFFICER

Title: Authorized Signer

BZ INVESTMENTS, LLC, an Illinois limited liability company

By: [Signature]

Name: Umberto Zitella

Title: Manager

STATE OF ILLINOIS §
COUNTY OF Cook §

This instrument was acknowledged before me on Nov 10, 2014, by Umberto Zitella, Manager of BZ Investments, LLC, an Illinois Limited Liability Company, on behalf of said limited liability company.

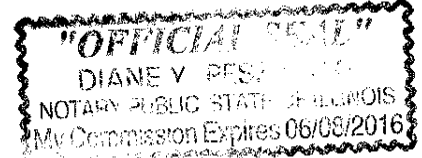
[Signature]
Notary Public, State of Illinois



STATE OF ILLINOIS §
COUNTY OF COOK §

This instrument was acknowledged before me on 11-18, 2014, by JOANNA KUBINSKI, ATO of Parkway Bank and Trust Company, not individually but as trustee u/t/n 13886 (the "Trustee"), on behalf of said Trustee.

[Signature]
Notary Public, State of Illinois



The undersigned hereby certifies that the foregoing is a true and correct copy of the original instrument as presented to the undersigned for the purpose of recording the same. Any and all personal liability of Parkway Bank & Trust Co. is hereby expressly waived by the parties herein and their respective successors and assigns.

The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the FEDERAL ENVIRONMENTAL PROTECTION ACT or otherwise, the beneficiary of this Trust, as management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, as Trustee

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EXHIBIT "A" LEGAL DESCRIPTION

UNITS 4811-202, 4811-205, 4811-209, 4811-211, 4811-213, 4811-304, 4811-310, 4811-313, 4811-314, 4811-411, 4811-413, 4811-414, 4811-504, 4811-511, 4811-513, 4811-611, 4811-613, 4833-202, 4833-210, 4833-211, 4833-214, 4833-215, 4833-313, 4833-314, 4833-402, 4833-410, 4833-411, 4833-413, 4833-414, 4833-502, 4833-506, 4833-511, 4833-513, AND 4833-610 IN THE CLOCK TOWER POINTE OF HARWOOD HEIGHTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 9 AND LOTS 4, 5, AND 6 TOGETHER WITH THE SOUTH 1/2 OF THE VACATED 16 FOOT ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 4, 5, AND 6 IN BLOCK 10; AND ALL OF VACATED GUNNISON STREET LYING BETWEEN AFORESAID BLOCKS 9 AND 10 IN OLIVER SALINGER AND COMPANY'S LAWRENCE AVENUE MANOR BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF OLIVER SALINGER AND COMPANY'S LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 12, RECORDED APRIL 28, 1925 AS DOCUMENT 8886267, LYING WEST OF WEST LINE OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12 AFORESAID, AND LYING SOUTH OF THE CENTER LINE OF ALLEY, EXTENDED EAST, IN BLOCK 10 IN OLIVER SALINGER AND COMPANY'S LAWRENCE AVENUE MANOR AFORESAID, (EXCEPTING THAT PART THEREOF FALLING IN LAWRENCE AVENUE), IN COOK COUNTY, ILLINOIS

THAT PART OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF ALLEY, EXTENDED EAST, IN BLOCK 10 IN OLIVER SALINGER AND COMPANY'S LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING FROM SAID TRACT OF LAND THE EAST 333.03 FEET (MEASURED ON THE SOUTH LINE AND ALSO EXCEPTING THAT PART THEREOF WHICH LIES SOUTH OF THE SOUTH 50 FEET THEREOF, (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE), IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0716903044, AND AS AMENDED BY DOCUMENT 0724215000 AND FURTHER AMENDED BY DOCUMENT 0923716029, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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| 12-12-425-009-1101 |
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| 12-12-425-009-1146 |
| 12-12-425-009-1150 |
| 12-12-425-009-1002 |
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