



THIS INSTRUMENT PREPARED
BY AND RETURN TO:
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Karen A. Yarbrough
Cook County Recorder of Deeds
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AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

This Amendment to Assignment of Rents and Leases (this "Amendment") is made and granted as of September 15, 2015 (the "Effective Date"), by Dean M. Eberhardt, Trustee of the Dean M. Eberhardt Trust ("Assignor"), to FirstMerit Bank, N.A., a national banking association ("Assignee").

Recitals:

A. Assignee has extended credit and other financial accommodations to Assignor as evidenced by that certain Promissory Note of even date herewith made by Assignor payable to the order of Assignee in the principal amount of \$1,255,740.00 (as the same may hereafter be amended or modified, "Promissory Note"), which amends and restates that certain Promissory Note dated as of October 18, 2010, made by Assignor and Dean M. Eberhardt, Trustee of the Mark D. Eberhardt Trust (the "Mark Eberhardt Trust") payable to the order of Assignee in the principal amount of \$2,500,000 (as so amended and restated, the "Prior Note").

B. As collateral security for the payment and performance of Assignor's indebtedness and obligations to Assignee under the Prior Note, Assignor, the Mark Eberhardt Trust and Assignee executed the Assignment of Rents and Leases dated as of October 18, 2010 and recorded with the Cook County Recorder on October 22, 2010 as Document #1029533021 (the "Original Assignment").

C. Assignor assumed all of the obligations of the Mark Eberhardt Trust pursuant to that certain Loan Assignment and Assumption Agreement, Limited Release and Modification of Loan Documents dated as of June 23, 2011.

D. In connection with Assignor executing and delivering the Promissory Note and Assignee accepting same, Assignee is requiring Assignor to modify certain terms and provisions of the Original Assignment, as hereinafter set forth.

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

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Original Assignment.

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2. Amendment to Original Assignment. Paragraph A of the Original Assignment is hereby deleted in its entirety and replaced with the following:

"A. Lender has made available to Assignor a loan in the principal amount of \$1,255,740.00 ("Mortgage Loan") which is evidenced by that certain Promissory Note in the original principal amount of \$1,255,740.00 dated as of September __, 2015 (as the same may hereafter be modified or amended, the "Note"), which amended and restated that certain Promissory Note dated as of October 18, 2010, made payable by Assignors to Assignee in the principal amount of \$1,495,000.00."

3. Acknowledgments. Assignor hereby acknowledges and agrees that, except as otherwise expressly set forth in this Amendment, all of the obligations of Assignor to Assignee under the Original Assignment, and the terms thereof, shall remain as currently written and in full force and effect in all respects, that the indebtedness and obligations evidenced by the Note is fully owed and payable by Assignor as set forth in the Promissory Note, and that nothing herein shall affect, alter, modify or waive any of the rights or remedies which Assignee has or may have under the Original Assignment, as modified hereby, or the Promissory Note, or a waiver or modification of any other term or condition in the Original Assignment, as modified hereby, or the Promissory Note. Further, this Amendment does not in any manner affect or impair the Original Assignment, as modified hereby, or the Promissory Note, and all existing liens and security interests arising thereunder remain in full force and effect as written.

4. References. As of the Effective Date, every reference in the Original Assignment or the Promissory Note to the "Assignment" shall hereafter be construed as a reference to the Original Assignment, as modified and amended by this Amendment.

5. Binding Effect. The provisions hereof shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns; provided that this Section 5 shall not be deemed to be a consent or approval by Assignee of any transfer or assignment of the Property, any portion thereof, or any interest therein by Assignor.

6. Governing Law. This Amendment is to be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts-of-law principles.

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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

THAT PART OF THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET EAST OF THE WEST LINE AND 150 FEET SOUTH OF THE NORTH LINE OF THE SAID WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$ (SAID LINE BEING ALSO THE SOUTHERLY LINE OF RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY), A DISTANCE OF 39.3 FEET TO A POINT OF CURVE IN SAID RIGHT OF WAY; THENCE SOUTHEASTERLY ON A CURVE TANGENT TO THE LAST DESCRIBED LINE AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE SAID WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35; THENCE SOUTH ON THE LAST DESCRIBED LINE 477.71 FEET TO A LINE PARALLEL TO AND 690.31 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$; THENCE WEST ON THE LAST DESCRIBED LINE 300.32 FEET TO A LINE PARALLEL TO AND 33 FEET EAST OF THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE SAID SOUTHEAST $\frac{1}{4}$, THE SAID LINE BEING ALSO THE EAST LINE OF LAWDALE AVENUE; THENCE NORTH 540.31 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE SAID EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ WITH A LINE PARALLEL TO AND 690.31 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID; THENCE EAST ON THE LAST DESCRIBED LINE 292.36 FEET; THENCE SOUTHEAST ON A STRAIGHT LINE 77.55 FEET TO A POINT IN A LINE PARALLEL TO AND 20 FEET WEST OF THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35 AFORESAID, SAID POINT BEING 565.11 FEET NORTH OF THE SOUTH LINE OF THE SAID NORTHWEST $\frac{1}{4}$; THENCE NORTH 41.61 FEET TO A POINT OF CURVE IN THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND ILLINOIS WESTERN RAILROAD COMPANY ON A CURVE TANGENT TO THE WEST LINE OF THE RIGHT OF WAY OF THE ILLINOIS NORTHERN

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RAILWAY AND CONVEX TO THE NORTHEAST WITH A RADIUS OF 573.7 FEET TO A POINT IN THE WEST LINE OF THE EAST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35 AFORESAID; THENCE SOUTH ON THE LAST DESCRIBED LINE 477.71 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING EASTERLY OF A LINE 75 FEET WESTERLY OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SECTION 35) AND EXCEPT FROM AFORESAID PARCELS 1 AND 2 TAKEN AS A TRACT: THAT PART OF THE NORTH 690.31 FEET OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ WITH THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID; THENCE NORTH ALONG SAID EAST LINE 151.70 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 45 DEGREES TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 4.95 FEET; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF THE EAST ½ OF SAID SOUTHEAST ¼ OF THE NORTH WEST ¼ FOR A DISTANCE OF 282.76 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 9 DEGREES 24 MINUTES 02 SECONDS TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 108.66 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 65 DEGREES 16 MINUTES 03 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 91.53 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 595 FEET OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 595 FEET FOR A DISTANCE OF 20.48 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 94.63 FEET TO A POINT IN THE WEST LINE OF THE EAST 75 FEET OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼, SAID POINT BEING 80 FEET NORTH OF THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID (AS MEASURED IN SAID WEST LINE OF THE EAST 75 FEET); THENCE SOUTH IN SAID WEST LINE OF THE EAST 75 FEET FOR A DISTANCE OF 80 FEET TO THE SOUTH LINE OF THE NORTH 690.31 FEET AFORESAID; THENCE WEST ON SAID SOUTH LINE OF THE NORTH 690.31 FEET FOR A DISTANCE OF 558.82 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

3307 South Lawndale Avenue
Chicago, Illinois

PERMANENT TAX INDEX NUMBER:

16-35-122-028-0000