Doc#. 2034362151 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 12/08/2020 02:34 PM Pg: 1 of 5

### THIS DOCUMENT PREPARED BY:

Gotzmer Law Firm, Ltd. Kristopher L. Gotzmer, Esq. 101 Pine St. Sheboygan Falis, WI 53085

### AFTER RECORDING RETURN TO:

Byline Bank Attn: PCE Team 10 N. Martingale Rd., Suite 160 Schaumburg, IL 60173

01146-64651 2/2

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

## FIRST AMENDMENT TO AS JIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is entered into as of 1.27, 2020, by and between 11 NORTHWEST LLC, an Illinois limited liability company("Assignor"), and PYLINE BANK, an Illinois banking corporation, its successors and assigns ("Assignee").

### RECITALS

- A. Pursuant to an Assignment of Leases and Rents dated October 10, 2019, that was recorded in the office of the Cook County Recorder on October 16, 2019, as Document Number 1928946100 (the "Assignment"), the Assignor did assign to the Assignee, its successors and assigns, and did grant to the Assignee a lien and security interest in all leases and rents derived from the real property known as 11 Northwest Highway, City of Park Ridge, Cook County, Illinois, which real property is legally described on Exhibit A attached to this Amendment (the "Property").
- B. Assignor and Assignee have agreed to amend the Assignment to increase the amount of the loan secured by the Assignment as set forth in this Amendment.

## <u>AGREEMENT</u>

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms and conditions contained herein and, in the Assignment, and other good and valuable consideration, the receipt and sufficiency of which the Assignor and the Assignee hereby acknowledge, the Assignor and the Assignee agree as follows:

- 1. Amendment. The amount of the Note set forth in Section 1 of the Assignment is hereby changed to \$1,405,000.00.
- 2. Effect of Amendment. Except as expressly amended and modified hereby, the Assignment shall remain unmodified and in full force and effect as of the date hereof. Additionally, the Assignment, as referenced in any other document that the parties have executed, shall mean the Assignment as amended by this Amendment.

#### 3. Miscellaneous.

- As amended by the terms of this Amendment, the Assignment is in full force and effect and is hereby ratified and reaffirmed by the Assignor.
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  [Signature Pages Follow] (0) This Amendment may be executed in counterparts, each of which when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Amendment the day and year first above written.

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voluntary act of said company for the uses and purposes therein set forth.	<b>⇒e and</b>
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GIVEN under my hand and notarial seal, this 1 day of 14 hands.	<del>e</del> and
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## **ASSIGNEE:**

BYLINE BANK, an Illinois banking corporation

By: Print Manuel Sept foroccoTitle: Col. J. C. & J. 1. C. G. 10 C. G. 10

Personally came before me, this 21 day of 11 y , 2020, the above named on to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation, by his or her authority.

GIVEN under my hand and no arial seal, this 27 day of July , 2020

NCTARY PUBLIC

My Commission Expires 10-16-2022

KELLIE L FIORITO
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 18, 2022

### **EXHIBIT A**

## LEGAL DESCRIPTION

THAT PART OF LOT 10, LYING NORTHWESTERLY OF A LINE DRAWN 80 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 10 IN BLOCK 6 OF PENNYAND ROOT'S SUBDIVISION OF BLOCKS 6 AND 7 OF PENNY AND MEACHAM'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Audress; 11 Northwest Hwy., Park Ridge, IL 60068
Permanent Index Numbers: 09-26-425-050-0000 (Volume number 93); 09-26-425-051-0000 (Volume number 93)