AMENDMENT TO ASSIGNMENT OF RENTS

87249240

Dated January 21, 1987 executed by

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust No. 100661-08 in favor of

AFFILIATED BANK/NORTH SHORE NATIONAL

This Amendment is dated this 100 day of May, 1987 between American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated November 24, 1986 and known as Trust No. 100661-08, located at 33 North LaSalle Street, Chicago, Illinois 60690 ("Assignor") and Affiliated Bank/North Shore National, located at 1737 West Howard Street, Chicago, Illinois 60626 ("Assignee").

UNDERSTANDINGS

A. On January 21, 1987, Assignor executed a Mortgage Installment Note made payable to Assigned in the original principal amount of One Million Nine Hundred Fifty Thousand and No/100 Dollars (\$1,950,000.00) as amended by an Amendment to Note dated May 1, 1987 (the "Amended Pullman Note").

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- B. To secure the obligations of Assignor on the Amended Pullman Note, Assignor executed an Assignment of Rents dated January 21, 1987 and recorded January 22, 1987 with the Cook County Recorder of Deeds as Document No. 87043854 (the "Assignment of Rents") granting Assignee an assignment of all rents and leases affecting the property in the County of Cook and State of Illinois legally described on attached Exhibit A (the "Premises").
- C. American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 14, 1986 (the "700 Trustee") and known as Trust No. 068745-07 (the "700 Trust") and Pullman Warehouse, inc. an Illinois corporation ("Pullman") wish to obtain a \$3,500,000.00 loan (the "Loan") from Assignee, to be evidenced by the 700 Trustee's and Pullman's Mortgage Installment Note dated May 1, 1987 made payable to Assignee in the original principal amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "\$3,500,000.00 Note").
- D. In order to secure in part the Loan evidenced by the \$3,500,000.00 Note, Assignor and Assignee wish to amend the terms of the Assignment of Rents.

NOW THEREFORE, in consideration of the Understandings set forth above, the Loan granted by Assignee to the 700 Trustee and Pullman evidenced by the \$3,500,000.00 Note, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. The last partial paragraph beginning on the bottom of page 3 of the Assignment of Rents and ending on the top of page 4 of the Assignment of Rents is hereby deleted in its entirety and the following is substituted in its place:
 - ""Liabilities" means all obligations of the undersigned to Assignee for payment of any and all amounts due under the Note dated as of the date of

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this Assignment executed by Assignor made payable to Assignee in the original principal amount of One Million Nine Hundred Fifty Thousand and No/100 Dollars (\$1,950,000.00) as amended by an Amendment to Note dated May 7, 1987 (the "Note") secured by the Mortgage and of any indebtedness or contractual duty of every kind and nature of the undersigned or any guarantor of the Note to Assignee pursuant to the Note, Mortgage, this Assignment and any other documents securing the Note. "Liabilities" also includes all obligations of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 14, 1986 (the "700 Trustee") and known as Trust No. 068745-07 (the "700 Trust") and Pullman Warehouse, Inc., an Illinois corporation ("Pullman"), pursuant to a Mortgage Installment Note date a May 7, 1987 made payable to Assignee in the original principal amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the \$5,500,000.00 Note") and of any indebtedness or contractual duty of every kind and nature of the makers of the \$3,500,000.00 Note or any guarantor of the \$3,500,000.00 Note to Assignee pursuant to the \$3,500,000.00 Note and any documents securing the \$3,500,000.00 Note. "Liabilities" also includes all obligations of Jepsen Cartage Company, an Illinois corporation ("Jepsen"), pursuant to an Installment Note dated January 21, 1987 and amended by an Amendment to Note dated May 1, 1987 made payable to Assigned in the original principal amount of Three Hundred Thousand and No/100 Dellars (\$300,000.00) (the "Amended Jepsen Note"). "Liabilities" also includes all costs of collection, legal expenses and attorneys' and paralegals' fees incurred or raid by Assignee in attempting collection of the Note, the \$3,500,000.00 Note, the Amended Jepsen Note, any guaranty of the Note, the \$3,500,000.00 Note or the Amended Jepsen Note, or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the Note, the \$3,500,000,00 Note or the Amended Jepsen Note."

In all other respects, the terms and provisions of the Assignment of Rents shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment to Mortgage as of the day and year first above writen.

ASSIGNOR

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 100661-08, and not personally

By

ASSIGNEE

AFFILIATED BANK/NORTH SHORE NATIONAL

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, net personally but sofely as Trustee, as aforesaid. All the covenants and conditions to be performed horsunder by AMERICAN NATIONAL BAHK AND TRUST COMPANY OF CHICARO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be culoraeable against AMERICAN NATIONAL BANK AND THUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warrantes contained in this Instrument.

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CONSENT BY BENEFICIARY

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gerald Hartman, as sole beneficiary of the trust, joins in this Amendment for the purpose of evidencing his consent to this Amendment. No personal liability shall be asserted or be enforceable against the undersigned because or in respect of this Amendment or the making, issue or transfer evidenced by the Assignment of Rents, all such personal liability of the undersigned being expressly waived in any manner. Dated a.

Cook County Clark's Office

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Property of Cook County Clerk's Office

I, July John Perral, a Notary Public in and for the County and State aforesaid, do hereby certify that July Colfago personally known to me to be the same person whose name is subscribed a
I, June Jone Perral , a Notary Public in and for the Count and State aforesaid, do hereby certify that June 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
of Affiliated Bank/North Shore National, national Janking association, subscribed to the foregoing instrument, appeared before methis day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said association, for the uses and purpose therein set forth. GIVEN under my hand and notarial seal this

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Given under my hand and potarial seal this day of May, 1987.

set forth.

association to said instrument as his own free and voluntary act, and as the free and voluntary act of said association, as Trustee, for the uses and purposes therein

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL "A"

THAT PART OF LOT 3, LYING SOUTH OF E. 107TH ST., AS DEDICATED BY DOCUMENT NUMBER 21322160, RECORDED NOVEMBER 19TH, 1970, IN ENJAY CONSTRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICT, BEING A SUBDIVISION OF CARTS OF THE WEST % OF SECTION 14 AND THE EAST % OF SECTION 15, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN HYDE PARK TOWNSHIP, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SAID LOT 3, BEING THE WESTERLY LINE OF THE 30 FOOT RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, WITH THE SOUTH LINE OF EAST 107TH ST., AS NOW DEDICATED, SAID LINE BEING A LINE DRAWN PARALLEL WITH AND 262.21 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3: THENCE WEST ALONG BAID SOUTH LINE, A DISTANCE OF 386.20 FEET TO THE WEST LINE OF THE NORTHEAST & OF SAID SECTION 15; THENCE CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 67.96 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 561.02 FEET, TO A POINT 424.72 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEXED TO THE SOUTHWEST, WITH A RADIUS OF 393.96 FEET, THE RADIAL LINE OF SAID CURVED LINE FORMS AN ANGLE OF 66 DEGREES, 53 MINUTES, 14 SECONDS, FROM NORTH TO EAST WITH THE AFORESAID WEST LINE, A DISTANCE OF 109.33 FEET (ARC), THENCE SOUTH-EASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 80 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, TANGENT TO LAST DESCRIBED STRAIGHT LINE, CONVEXED TO THE NORTHEAST, WITH A RADIUS OF 373.06 FEET, A DISTANCE OF 187.82 FEET (ARC), TO THE SOUTHERLY LINE OF SAID LOT 3, BEING THE NORTHERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-DF-WAY: THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING A CURVED LINE, CONVEXED TO THE SOUTHEAST, WITH A RADIUS OF 291.50 FEET, A DISTANCE OF 102.44 FEET (ARC); THENCE NORTHEASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 25.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 3, BEING THE WESTERLY LINE OF AFORESAID 30 FOOT RIGHT-OF-WAY, A DISTANCE OF 803.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 261,519.168 SQUARE FEET OR 6.003 ACRES.

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PARCEL "B"

THAT PART OF LOT 3, LYING SOUTHWESTERLY OF A 20 FOOT STRIP OF LAND FOR SWITCH TRACK RIGHT OF WAY, IN ENJAY CONSTRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICT, BEING A SUBDIVISION OF PARTS OF THE WEST % OF SECTION 14 AND THE EAST % OF SECTION 15, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN HYDE PARK TOWNSHIP, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3, BEING THE NORTHERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY, A CURVED LINE CONVEXED TO THE SOUTHEAST, WITH A RADIUS OF 24.50 FEET, A DISTANCE OF 214.46 FEET (ARC) TO THE INTERSECTION WITH THE SOUTHERLY LINE OF A 20 FOOT STRIP OF LAND FOR SWITCH TRACK RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE, CONVEXED TO THE NORTHEAST, WITH A RADIUS OF 373.06 FEET, A DISTANCE OF 187.82 FEET (ARC); THENCE NORTHWESTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 80.0 FEET; THENCE NORTHWESTERLY ON A CURVED LINE CONVEXED TO THE SOUTHWEST, WITH A RADIUS OF 393.06 FEET, A DISTANCE OF 109.33 FEET (ARC) 70 THE WEST LINE OF AFORESAID LOT 3; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 424.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE EAST 31.67 FEET OF THE SOUTH 2 FEET OF LOT 4, AND THE EAST 31.67 OF LOT 5 THEREOF IN THE AFORESAID ENJAY CONSTRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICTOR

CONTAINING 55,737.441 SQUARE FEET OF 1.12 ACRES.

P.I.N. 25-14-300-012-0000 EAU S

Commonly Known As:

801 East 107th Street Chicago, Illinois

This Instrument Prepared By and Please Return To:

Kenneth L. Coughlan DeHaan & Richter, P.C. 55 West Monroe Street Suite 1000 Chicago, Illinois 60603 (312) 726-2660



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