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WHEN RECORDED RETURN TO
Joanne DeSanctis
Dea Gerber et al
Recorder's Box #26

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FIRST AMENDMENT TO ASSIGNMENT OF RENTS

Reference is made to an Assignment of Rents dated as of November 10, 1987 (the "Original Assignment") executed by James W. Kussmann, as Trustee of the James W. Kussmann Revocable Trust under Agreement dated April 30, 1985 ("Borrower") in favor of Cole Taylor Bank/Main ("Bank"), which Original Assignment related to the property legally described on Exhibit A attached hereto and made a part hereof (the "Premises") and which Original Assignment secured a promissory note dated November 10, 1987 (the "Original Note") made by the Borrower payable to the Bank in the original principal amount of One Million Two Hundred Eighty-Eight Thousand Eight and 36/100ths Dollars (\$1,288,008.36). Such Original Assignment was recorded in the office of the Cook County Recorder on November 18, 1987 as Document No. 87619825. Borrower and Bank have entered into an Amended and Restated Loan Agreement dated as of August 5, 1988, which contemplates that Bank will (a) lend Borrower an additional \$250,000.00, such new loan to be evidenced by an additional promissory note and (b) lend Schaumburg Isuzu, Inc., a corporation of which Borrower is the sole shareholder, the sum of \$250,000.00, which loan is to be guaranteed by Borrower pursuant to a guaranty dated as of August 5, 1988. Borrower and Bank wish to amend the Original Assignment to provide that such Additional Assignment shall secure such promissory note and guaranty and liabilities related thereto.

NOW THEREFORE, IN CONSIDERATION OF THE MAKING OF THE AFOREMENTIONED LOANS AND THE OTHER MUTUAL COVENANTS HEREIN CONTAINED, BORROWER AND BANK AGREE THAT THE ORIGINAL ASSIGNMENT IS HEREBY AMENDED AS FOLLOWS:

1. James W. Kussmann, as Trustee of James W. Kussmann Revocable Trust under Agreement dated April 30, 1985 as amended, shall constitute the "Borrower" under the Original Assignment.
2. The first paragraph of the Original Assignment is hereby deleted in its entirety, and the following is substituted therefor:

"KNOW ALL MEN BY THESE PRESENTS, that James W. Kussmann, as Trustee of the James W. Kussmann Revocable Trust under Agreement dated April 30, 1985 as amended ("Borrower"), in order to secure an indebtedness of One Million Two Hundred Eighty-Eight Thousand Eight and 36/100's Dollars (\$1,288,008.36) evidenced by a promissory note dated November 10, 1987 made by the Borrower, an indebtedness of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) evidenced by a promissory note dated August 5, 1988 made by the Borrower, and an indebtedness of \$250,000.00 evidenced by a guaranty dated as of August 5, 1988, executed a Commercial Mortgage dated November 10, 1987 (the "Mortgage") mortgaging to Cole Taylor Bank/Main (the "Bank"), the real estate legally described in Exhibit A attached hereto and made a part hereof and located in Cook County,

This instrument prepared by and to be returned to:

Ellen Beverley
Cole Taylor Bank/Drovers
1542 West 47th Street
Chicago, Illinois 60609

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07/12/2014

Property of Cook County Clerk's Office

07/12/2014

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Illinois; which Mortgage is being modified by a Mortgage Modification Agreement of even date herewith; and said Bank is the holder of such notes, such guaranty and such Mortgage as modified."

3. The second paragraph of the Original Assignment is hereby deleted in its entirety, and the following is substituted therefor:

X "NOW THEREFORE, in order to further secure the aforementioned indebtedness, and as part of the consideration of said transaction, the Borrower hereby assigns, transfers, and sets over unto said Bank, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use of occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Bank under the power herein granted, (including, without limitation, a certain lease originally between Main Bank, as Trustee under Trust Agreement dated November 1, 1985, known as Trust No. 85-167 as lessor and Schaumburg Nissan, Inc. as lessee, dated November 1, 1985, which, by various express assignments and by other assignments and assumptions occurring by operation of law, is now between the Borrower as lessor and Schaumburg Isuzu, Inc., as lessee), it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Bank and especially those certain leases and agreements now existing upon the property hereinabove described."

4. Except as expressly amended by this First Amendment to Assignment of Rents, the Original Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed as of this 5th day of August A.D. 1988.


James W. Kussmann, as Trustee of
the James W. Kussmann Revocable Trust,
under Agreement dated April 30, 1985
as amended

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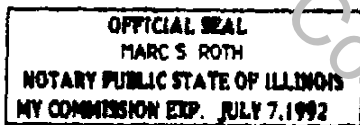
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARC S. ROTH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James W. Kussmann, as Trustee of the James W. Kussmann Revocable Trust, under Agreement dated April 30, 1985 as amended, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act.

Given under my hand and notarial seal this 10th day of August, 1988.



M S ROTH
NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

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STATE OF ILLINOIS
DEPARTMENT OF STATE REGISTRATION
GENERAL CLERK, 100 N. LAUREL ST., CHICAGO, ILL. 60602

07/20/2014

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EXHIBIT A

Parcel 1

Lot 1 in T. & C. Commercial Unit No. 3, being a resubdivision of Lot 2 in T. & C. Commercial Unit No. 1, being a subdivision of part of the Southwest Quarter of Section 9, Township 41, North Range 10 East of the Third Principal Meridian in the Village of Schaumburg, in Cook County, Illinois, according to the plat thereof recorded January 15, 1973 as Document No. 22187097 in Cook County, Illinois.

Parcel 2

Easement contained in Declaration recorded December 28, 1971, as Document No. 21,760,760 for a non-exclusive private right of way and easement for passage over the east 22.5 feet of the subject property and the west 22.5 of the property east and adjoining the subject property.

Permanent Tax Number: 07-09-301-021 Volume 187

Commonly known as: 910 West Golf Road, Schaumburg, Illinois 60172

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