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D. On May 7, 1987, 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 obtained a \$3,500,000.00 loan from Assignee, evidenced by the 700 Trustee's and Pullman's Mortgage Installment Note dated May 7, 1987 made payable to Assignee in the

C. In addition, on January 21, 1987, Assignee made a \$300,000.00 loan to Jepsen Carriage Company ("Jepsen") evidenced by a Note dated January 21, 1987 executed by Jepsen made payable to Assignee in the original principal amount of \$300,000.00 (the "Jepsen Note"). In order to secure the obligations of Jepsen pursuant to the Jepsen Note, Jepsen assigned all of Jepsen's right, title and interest in and to a Mortgage Installment Note dated January 21, 1987 executed by Assignor and Pullman made payable to Jepsen in the original principal amount of \$300,000.00 (the "Subordinate Note"), a Mortgage dated January 21, 1987 executed by Assignor in favor of Jepsen (the "Jepsen Mortgage") and an Assignment of Rents dated January 21, 1987 executed by Assignor in favor of Jepsen (the "Jepsen Assignment of Rents") to Assignee, which assignment was made pursuant to a Collateral Assignment dated January 21, 1987 executed by Jepsen in favor of Assignee (the "Collateral Assignment").

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 granting Assignee a mortgage lien on the property in the County of Cook and State of Illinois legally described on attached Exhibit A (the "Premises").

A. On January 21, 1987, Assignor and Pullman Warehouse, Inc. ("Pullman") executed a Mortgage Installment Note 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 "Amended Pullman Note").

UNDERSTANDINGS

This Second Amendment is dated as of this 30th day of December, 1988 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").

SECOND AMENDMENT TO ASSIGNMENT OF RENTS
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

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original principal amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "\$3,500,000.00 Note").

E. In order to secure in part the loan evidenced by the \$3,500,000.00 Note, Assignor and Assignee executed an Amendment to Assignment of Rents dated May 7, 1987, and recorded on May 8, 1987 with the Cook County, Illinois Recorder of Deeds as Document No. 87249240 (the "Amendment to Assignment of Rents") which secured the \$3,500,000.00 Note by the Assignment of Rents. In addition, the Amendment to Assignment of Rents provided that the obligations of Jepsen pursuant to the Jepsen Note, as amended, were secured by the Assignment of Rents.

F. Assignor, the 700 Trustee, Pullman and Jepsen have failed to pay their obligations under the Amended Pullman Note, the Jepsen Note and the \$3,500,000.00 Note and are now in default.

G. On or about May 11, 1988, Assignee filed suit to collect all amounts due Assignee pursuant to the Amended Pullman Note, the Jepsen Note and the \$3,500,000.00 Note. As a part of that suit, Assignee sought to foreclose on its lien on the Premises.

H. On or about December 18, 1988, South Industrial Equities, Inc. ("South Industrial"), as the sole owner of the beneficial interest in American National Bank and Trust Company of Chicago Trust No. 100661-08 (the "801 Trust") filed for relief under Chapter 11 of the United States Bankruptcy Code.

I. Assignor, the 700 Trustee, South Industrial and Assignee have agreed to settle the issues in controversy among them. As a part of that settlement, Assignee has agreed to extend payment of the amounts due Assignee pursuant to the Amended Pullman Note and the \$3,500,000.00 Note and to extend certain additional financing to Assignor, the 700 Trustee and South Industrial, all pursuant to the terms and conditions of a Loan Agreement dated as of December 30, 1988 executed by and between Assignor, the 700 Trustee, South Industrial, Assignee and others (the "Loan Agreement").

J. In order to secure in part the loans detailed in the Loan Agreement, Assignor and Assignee wish to rescind the Amendment to Assignment of Rents and to further amend the terms of the Assignment of Rents.

NOW THEREFORE, in consideration of the understandings set forth above, the extension of payment of the Amended Pullman Note, the Jepsen Note and the \$3,500,000.00 Note, the extension of new financing by Assignor to Assignee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The Amendment to Assignment of Rents is hereby rescinded.
2. The first two lines of the second full paragraph on page 2 of the Assignment of Rents are hereby deleted in their entirety and the following is substituted in its place:

2210008

2217063

3. This Second Amendment to Assignment of Rents and the Assignment of Rents which it amends is executed by Assignor, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in Assignor, as Trustee, and insofar as Assignor is concerned, is payable only out of the trust estate which in part secures payment of the Liabilities and through enforcement of the Note and any other collateral from time to time securing the Liabilities. No personal liability shall be asserted or be enforceable against the Assignor, as Trustee, because of or in respect of this Second Amendment to Assignment of Rents and the Assignment of Rents which amends, or the making issue or transfer thereof, all such liability of Assignor, if any, being expressly waived in any manner.

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

"Liabilities" means all obligations, indebtedness and contractual duties of the undersigned and others to Assignee for payment of all amounts due Assignee under the Note dated December 30, 1988 executed by Assignor and others made payable to Assignee in the original principal amount of \$399,000.00 (the "Term Note"). Liabilities also includes all costs of collection, legal expenses and attorneys' fees and paralegals' fees incurred or paid by Assignee in attempting the collection or enforcement of the 801 Note, the 700 Note and the Term Note, or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the 801 Note, the 700 Note and the Term Note. The 801 Note, the 700 Note and the Term Note shall collectively be referred to as the "Note."

3. 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:

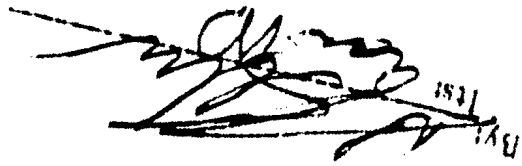
"In any case in which under the provisions of the Mortgage dated January 21, 1987, as amended by an Amendment to Mortgage dated May 7, 1987, and as further amended by a Second Amendment to Mortgage dated December 30, 1988, made by the undersigned in favor of Assignee (the "Mortgage"), . . ."

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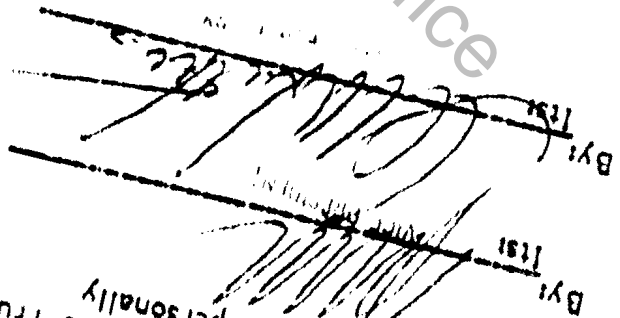
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2212009

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 BY: _____

ASSIGNEE
AFFILIATED BANK/NORTH
SHORE NATIONAL

 BY: _____

ASSIGNOR
AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as
Trustee under Trust Agreement dated
November 24, 1986 and known as Trust
No. 10061-08, and not personally

IN WITNESS WHEREOF, Assignor and Assignee have executed this Second
Amendment to Assignment of Rents as of the day and year first above written.

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28712063

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For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, South Industrial Equities, Inc., as sole beneficiary of the trust, joins in this Amendment for the purpose of evidencing its 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 as of 12/30, 1968.

SOUTH INDUSTRIAL EQUITIES, INC.

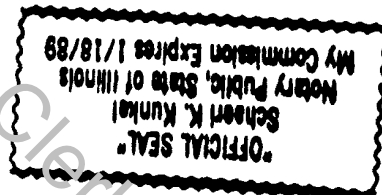
By: [Signature] Its: [Signature]
Attest: _____ Its: _____

CONSENT BY BENEFICIARY

4212063

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My Commission Expires _____



Schen K. Kunkel
NOTARY PUBLIC

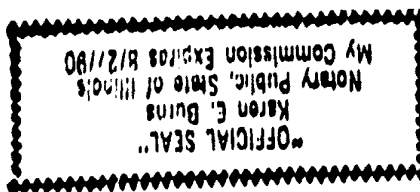
GIVEN under my hand and notarial seal this 6th day of January 19 89

I, Schen K. Kunkel, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that David L. Keller, personally known to me to be the same person whose name is subscribed as Executive Vice President of Affiliated Bank/North Shore National, a national banking association, subscribed to the foregoing instrument, appeared before me this 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 purposes therein set forth.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

42212063

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NOTARY PUBLIC

[Handwritten signature]

Given under my hand and notarial seal this _____ day of _____, 19____.

and for said County, in the State aforesaid, do hereby certify that
J. MICHAEL WILLIAMS, of American National Bank and Trust Company of
Chicago, a national banking association, and
of said association personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such _____ and
_____ respectively, appeared before me this day in person
and acknowledged that they signed and delivered the said instrument as their own
free and voluntary acts, and as the free and voluntary act of said association, as
Trustee, for the uses and purposes therein set forth and the said
_____ did also then and there acknowledge that he, as custodian of the
corporate seal of said association, affixed the said corporate seal of said
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
set forth.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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COOK COUNTY CLERK
JANUARY 20 2011

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22150003

PARCEL OF LAND, SUBJECT TO A 20 FOOT SWITCH TRACK EASEMENT, RUNNING ALONG AND ADJACENT TO THE SOUTHWESTERLY SIDE OF THE ABOVE DESCRIBED

CONTAINING 261,319.168 SQUARE FEET OR 6.003 ACRES.

803.71 FEET TO THE POINT OF BEGINNING, WESTERLY LINE OF AFORESAID 30 FOOT RIGHT-OF-WAY, A DISTANCE OF NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 3, BEING THE OF 29.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, THENCE STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE FEET, A DISTANCE OF 102.44 FEET (ARC); THENCE NORTHEASTERLY ON A CURVED LINE, CONVEXED TO THE SOUTHEAST, WITH A RADIUS OF 291.50 WAY, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING A LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY, TO THE SOUTHERLY LINE OF SAID LOT 3, BEING THE NORTHERLY (ARC), WITH A RADIUS OF 373.06 FEET, A DISTANCE OF 187.82 FEET NORTH, TANGENT TO LAST DESCRIBED STRAIGHT LINE, CONVEXED TO THE LINE, A DISTANCE OF 80 FEET, THENCE SOUTHEASTERLY ON A CURVED EASTERLY ON A STRAIGHT LINE, TANGENT TO LAST DESCRIBED CURVED AFORESAID WEST LINE, A DISTANCE OF 109.33 FEET (ARC); THENCE SOUTH-DEGREES, 33 MINUTES, 14 SECONDS, FROM NORTH TO EAST WITH THE FEET, THE RADIAL LINE OF SAID CURVED LINE FORMS AN ANGLE OF 66 CURVED LINE, CONVEXED TO THE SOUTHWEST, WITH A RADIUS OF 393.06 SOUTHWEST CORNER OF SAID LOT 3, THENCE SOUTHEASTERLY ALONG A A DISTANCE OF 561.02 FEET, TO A POINT 424.72 FEET NORTH OF THE TO THE WEST LINE OF SAID LOT 3, THENCE SOUTH ALONG SAID WEST LINE, THENCE CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 67.96 FEET SAID LOT 3, THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 386.20 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; DRAWN PARALLEL WITH AND 262.21 FEET SOUTH OF THE NORTH LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, WITH THE SOUTH LINE OF EAST 107TH ST., AS NOW DEDICATED, SAID LINE BEING A LINE SAID LOT 3, BEING THE WESTERLY LINE OF THE 30 FOOT RIGHT-OF-WAY OF BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF

DESCRIBED AS FOLLOWS:
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 SUB-DIVISION OF PARTS OF THE WEST 1/4 OF SECTION 14 AND THE EAST 1/4 OF SECTION 15, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN HYDE PARK TOWNSHIP, COOK COUNTY, ILLINOIS,

PARCEL "A"

LEGAL DESCRIPTION

EXHIBIT A

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Handwritten signature/initials

83021727

83021727



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

This Instrument Prepared By
and Please Return To:

801 East 107th Street
Chicago, Illinois

Commonly Known As:

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

CONTAINING 55,737.441 SQUARE FEET OR 1.279 ACRES.

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 CON-
STRUCTION COMPANY'S PULLMAN INDUSTRIAL DISTRICT.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE NORTH-
EASTERLY 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 CONVEYED TO THE SOUTHEAST, WITH A
RADIUS OF 291.50 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, CONVEYED 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
CONVEYED TO THE SOUTHWEST, WITH A RADIUS OF 393.06 FEET, A
DISTANCE OF 109.33 FEET (ARC) TO THE WEST LINE OF AFORESAID LOT 3;
THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 424.72 FEET TO
THE POINT OF BEGINNING.

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 1/2 OF SECTION 14 AND THE EAST 1/2 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:

PARCEL "B"

520 40

PROPERTY OF COOK COUNTY