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FIRST SUPPLEMENT TO ASSIGNMENT OF LEASES AND RENTS

This First Supplement to Assignment of Leases and Rents dated as of December 20, 1990 (the "Supplement") from First Chicago Bank of Ravenswood, an Illinois banking corporation of 1825 West Lawrence, Chicago, Illinois, not personally, but as Land Trustee under a deed or deeds of trust delivered in pursuance of a Trust Agreement dated December 7, 1989 and known as Trust Number 25-10477 (the "Land Trustee") and First Chicago Bank of Ravenswood, an Illinois banking corporation of 1825 West Lawrence, Chicago, Illinois, as Trustee under Trust Agreement dated December 7, 1989 and known as Trust Number 15-10504 or its successors in trust, Joel I. Barnett, Nancy M. Barnett, William J. O'Neill and Jean M. O'Neill of c/o O'Neill Management, 3815 North Fremont, Chicago, Illinois (collectively, the "Beneficiary", Land Trust and Beneficiary bring hereinafter collectively referred to as "Assignors") to Harris Trust and Savings Bank, an Illinois banking corporation with its principal place of Pasiness at 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to as "Assignee");

TITUESSETH THAT:

WHEREAS, the Assigners did heretofore execute and deliver to the Assignee that certain Assignment of Leases and Rents dated as of January 8, 1990 and recorded in the Recorder . Office of Cook County, Illinois on January 10, 1990 as Document Number 90015214 (said Assignment of Leases and Rents being hereinafter referred to as the "Assignment"); and

WHEREAS, the Assignment currently secures, among other things, that certain Promissory Note of the Land Trustee datad as of January 8, 1990 payable to the order of the Assignee in the face principal sum of \$540,000.00 expressed to bear interest prior to maturity at the rate per annum determined by adding 3/8% to the rate per annum from time to time announced by Harris Trust and Savings Bank as its prime commercial rate ("ne "Prime Rate") and after maturity until paid at the rate per annum determined by adding 2 1/2% to the Prime Rate from time to time in effect and having a final maturity of all principal and interest not required to be sooner paid of December 20, 1990 and any notes issued in extension or renewal thereof or in substitution therefore (the "Note"); and

This Instrument Prepared By: MA: 170;

Susan P. McVittie Harris Trust and Savings Bank 111 West Monroe Street Chicago, Illinois 60690



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WHEREAS, Land Trustee has entered into an Extension Agreement with the Assignee bearing even date herewith (the "Agreement"), pursuant to which the maturity date of all remaining indebtedness due under the Note has been extended to October 31, 1991 and pursuant to which the Note has been amended so as to be expressed to mature on October 31, 1991 and to bear interest as hereinabove set forth; and

WHEREAS, as a condition precedent to extending the maturity date, Assignee requires the Assignors, and to accommodate that requirement the Assignors desire by this Supplement, to confirm and assure that all right, title and interest of the Assignors or any of them in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole of any part of the real estate and premises hereinafter described which the Assignors or any of them may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers granted in the Assignment, including all amendments and supplements to and renewals thereof at any time made, relating to that certain real estate situated in the County of Cook, State of Illinois described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon of the Assignors which are currently subject to the dier of the Assignment be and constitute collateral security for (i) the payment of the principal and premium if any, of and interest on Note, as amended and (ii) all other indebtedness, obligations and liabilities which the Assignment, as supplemented hereby, secured pursuant to any of its terms, and the observance and performance of all covenants and agreements contained herein or in the Note, as amended, or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto; and

WHEREAS, the Assignment is to continue to secure all of the indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assure the foregoing;

NOW THEREFORE, for and in consideration of the frecution and delivery by Assignee of Agreement and other good and valuable consideration, receipt whereof is hereby acknowledged, the Assignment shall be and hereby is supplemented and amended as follows, to wit:

- 1. The second paragraph, Section (i) of the Assignment contained on pages 1 and 2 of said Assignment shall be amended by deleting said paragraph and inserting the following in lieu thereof;
 - "(i) the payment in full of all principal of and interest on that certain promissory note of the Land Trustee bearing even date herewith, payable to the order of the Assignee in the face principal sum of \$540,000.00 expressed to bear interest prior to maturity at the rate per annum determined by adding 3/8% to the rate per annum from time to time announced by Harris Trust and Savings Bank as its prime commercial rate (the "Prime Rate") and after maturity until paid at the rate per annum determined by adding 2 1/2% to the Prime Rate from time to time in effect and having a final maturity of all principal and interest not required to be sooner paid of October 31, 1991 and any notes issued in extension or renewal thereof or in substitution therefore (the "Note")

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All of the terms, provisions, agreements and covenants contained in the Assignment shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby.

No reference to this Supplement need be made in any instrument or document at any time referring to the Assignment, any reference in any such instrument or document to be deemed a reference to the Assignment as amended hereby.

Dated as of the date first written above,

O CO,

Joel I. Barnett

Nancy M. Barnett

William J. O Neill

Jean M. O'Neill

This instrument is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing notein or in said Note contained shall be construed as creating any liability or said Trustee personally to pay the said Note or any interest that may accrue thereor, or any indebtedness accruing hereunder, or to perform any covenant eithor express or implied herein contained, all such liability, if any, being expressly waived by Assignee and by every persona no or hereafter claiming ary right or security hereunder, and that so far as said Trustee personally is converned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby and by the Mortgage conveyed for the payment thereof, by the enforcement of the liens hereby and thereby created, in the manner herein and in said Mortgage provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by realization on any other collateral for the indebtedness hereby secured.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its VICE President and its corporate seal to be hereunto affixed and attested by its Secretary, the date and year first written above.

First Chicago Trust Company of Illinois is the Euclesser Trustee to first Chicago Bank of Ravenswood, formerly known as Bank of Ravenswood and all references within this document to Bank of Ravenswood shall be deemed to mean first Chicago Trust Company of Illinois.

FIRST CHICAGO BANK OF RAVENSWOOD, AS
Land Trustee as Aforesaid under Trust
Number 25-10477 and no personally

By:

Its:

VICE President

ATTEST:

By:

Its: ASSISTANT SE CRETARY

This instrument is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Assignee and by every persona no or hereafter claiming any right or security hereunder, and that so far as said Tristie personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall lock solely to the premises hereby and by the Mortgage conveyed for the payment thareof, by the enforcement of the liens hereby and thereby created, in the manner herein and in said Mortgage provided or by action to enforce the personal limility of any guarantors of the indebtedness hereby secured or by realization in any other collateral for the indebtedness hereby secured.

First Chicago Trust Company of Illinois is the Successor Trustee to First Chicago Bank of Ravenswood, formerly known as Bank of Ravenswood and all references within the document to Bank of Ravenswood shall be decided to me in first Chicago Trust Company of Illinois.

FIRST CHICAGO BANK OF RAVEd5WOOD, as Trustee under Trust Agreement Cated December 7, 1989 and known as Trust Number 15-10504 or it successors in trust

By: Met Sileur

ATTEST:

Xts: ASSISTANT SC CHETARY

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SCHEDULE I

REAL ESTATE

LOTS 65, 66, 67 AND 68 IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON WESTON AND DAVIS SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 14-20-425-006-0000

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Clark's Office ADDRESS: 3223-3229 North Sheffield Avenue

Chacago, Illinois

ONOFF C Ast Chicago From Company of Illing's is the Street to the Chicago Bank of Ravenswood, formerly and as Bank of Ravenswood Ravenswood, formerly and the Bank of Ravenswood Eva Higi

mity inchangeters aforesa.

My End Manager aforesa.

My End Manager aforesa.

My How I have a personal with the manager are subscribed to the foreg.

Wild President and And Secr.

I before one this day in person and acknowled, and delivered said instrument as their own free the free and voluntary act and deed of said nation, as Trustee as aforesaid for the uses and purport; and the said And Secretary thou and there is the action of the said corporation to rumonit as his/her own free and voluntary act and as the free an intery sat of said national banking association, for the uses and poses there in set forth.

My And Manager and all reforences within this document to Bank STATE OF ILLIBOIS COUNTY OF COOK for said County in the State aforesaid, do hereby certify that MARUN S. EDWARDS First Chicago Bank of Neovenswood, a national banking association, and ASSISTAT Secretary of said national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as appeared before me this day in person and acknowledged that they signed, association, as Trustee as aforesaid for the uses and purposes therein set fort; and the said _________ Secretary then and there acknowledged that (sine, as custodian of the corporate seal of said national banking association, did affix the corporate seal of said corporation to said /SEAL) Commission Expires: 8430P

UNOFFICIAL Tute Company of Winois is the Successor Trustee to First Chicago Bank of Ravenswood, fermerly known as Bank of Ravenswood STATE OF ILLINOIS and all references waiting this document to Bank) SS. of Revenue, cod shell be disamed to mean first COUNTY OF COOK Chicago Trust Company of Illinois. Eva High ___, a Notary Public in and for sald County in the State aforesaid, do hereby certify that MARTIN'S EDWARDS <u>Vico</u> President of banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Aug. Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their own free and voluntary act and as the true and voluntary act and deed of said national banking association, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Any Secretary then and there acknowledged that (s)he, as custodian of the corporate seal of said national banking association, did affix the corporate seal of said corporation to said instrument as his/her owr free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth. MACK . 1991. Given under my hand and notarial seal this $\frac{13K}{4}$ day of (Type or Print Name 750 (SEAL) Commission Expires: $oxed{:} CIAL \ SEAL$

BVA HIGI THE PROBLEM STATE OF ILLANOIS Ty Co. Asion Expires 5/4/91

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STATE OF ILLINOIS)) SS.
COUNTY OF COOK)
I, Tharon I Thathewas, a Notary Public in and
for said County in the State aforesaid, do hereby certify that Joel I.
Barnett 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 (s)he signed, sealed and delivered said
instrument as his/her own free and voluntary act for the uses and
purposes therein set forth, including the release and waiver of the right
of homestend.
Given under my hand and notarial seal this // day of
Thank 1991.
The winds with a
Miarry Mathaws
Notary Public
The state of the s
(Type or Print Name)
(Type or Print Name)
(SEAL)
Commission Expires:
Commission Expires.
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STATE OF ILLINOIS)) SS.
COUNTY OF COOK)
for said County in the State aforesaid, do hereby certify that Nancy M. Barnett, 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 (s)he signed, sealed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestsed.
Given under my hand and notarial seal this //c/ day of /hack 1991.
Main & Mathems Notary Public SHAROW L. MATHEWS
(Type or Print Name)
(SEAL)
Commission Expires: 1/12/92
1/12/92
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STATE OF ILLINOIS)	
COUNTY OF COOK)	
COUNTY OF COOK	
O'Neill, personally known to me to a subscribed to the foregoing instrume person and acknowledged that (s)he s instrument as his/her own free and w	ent, appeared before me this day in signed, sealed and delivered said voluntary act for the uses and
purposes therein set forth, includir of homestead.	ng the release and waiver of the right
or nomestead.	
Given under my hand and not	carial seal this //ch day of
	Shain & nathous
Ox	Notary Public
í C	SAARON L. MATHENS
	(Type or Print Name)
(SEAL)	Notary Public SARON A. MATHENS (Type or Print Name)
Commission Expires:	4
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STATE OF ILLINOIS) SS.	
COUNTY OF COOK)	
I. Main Mathews, a Notary Public in and	
for said County in the State aforesaid, do hereby certify that Jean M.	
O'Neill, 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 (s)he signed, sealed and delivered said	
instrument as his/her own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right	
of homestead.	
Given under my hand and notarial seal this // the day of // Nurse 1991.	
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Notary Public	
SHARON L. MATHOWS	
(Type or Print Name)	
(Type or Print Name)	
(SEAL)	
Commission Expires:	
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