

MIDLAND TITLE INFO
167338

FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

This First Amendment to Assignment of Leases and Rents is entered into by the undersigned this 31st day of December, 1991.

WHEREAS, LASALLE NATIONAL TRUST, N.A., Successor Trustee to LaSalle National Bank, a national banking association of 135 South LaSalle Street, Chicago, Illinois 60690, not personally but as Trustee under a deed or deeds in trust delivered in pursuance of a Trust Agreement dated as of August 23, 1984 and known as Trust Number 108824 (the "Trustee") and Raymond H. Groble, Jr., Evelyn M. Groble, George W. Groble, and Marilyn L. Groble of 33 W. Jackson, 4th Floor, Chicago, Illinois 60604 (the "Beneficiaries," Trustee and Beneficiaries being hereinafter collectively referred to as "Assignors"), previously entered and delivered that certain Promissory Note dated December 30, 1986 in the original principal amount of \$372,000 (the "Note");

WHEREAS, Assignors previously executed that certain Assignment of Leases and Rents dated December 30, 1986 and recorded in the Cook County Recorders Office as Document Number 87004278 covering certain real property located in Cook County, Illinois, and legally described on Exhibit A attached hereto (the "Assignment");

WHEREAS, Harriscorp Finance, Inc. has previously assigned all of its right, title and interest in the Note to Harris Trust and Savings Bank pursuant to that certain Assignment of Real Estate Mortgage dated December 26, 1991 and recorded March 16, 1992 as Document Number 92168108;

WHEREAS, Harriscorp Finance, Inc. has previously assigned all of its right, title and interest in the Assignment pursuant to that certain Assignment of Assignment of Leases and Rents dated as of December 31, 1991;

WHEREAS, the Assignors have requested Harris Trust and Savings Bank to make certain modifications to the Note, including an extension of the maturity of the Note, all in accordance with that certain Modification and Extension Agreement between the Trustee and Harris Trust and Savings Bank dated December 31, 1991 and recorded in the Cook County Recorder's Office as Document Number 92168107 (the "Modification Agreement");

WHEREAS, Harris Trust and Savings Bank and the Assignors hereby desire to amend the Assignment to conform it to the transaction contemplated by the Modification Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

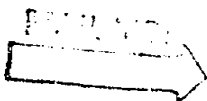
A. The Assignment is hereby amended as follows:

1. Line 13, Paragraph 1 on Page 1 is hereby amended by striking "Harriscorp Finance, Inc., a Delaware corporation" and by substituting therefor "Harris Trust and Savings Bank, an Illinois banking corporation"
2. Line 5 of Paragraph 2 on Page 2 is hereby amended by striking "\$372,000.00" and by substituting therefor "\$362,680.13".
3. Line 7 of Paragraph 2 on Page 2 is hereby amended by striking the date "December 31, 1991" and substituting therefor "December 31, 1994".

B. The Assignors have, prior to the date hereof, in addition to the Assignment executed and delivered to the Bank financing statements and similar instruments and documents relating to the financing by the Bank of the Assignors and the security therefor (the Assignment and such financing statements and other instruments and documents being hereinafter collectively referred to as the "Prior Loan Documents"), and the Assignors

This document was prepared by Michael Obrenski for John McArde, Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois 60690

DEPT-01 RECORDING
143326 TRAN 9210 07/10/92 14:15:00
\$5223 * 92-505865
COOK COUNTY RECORDER \$31.00



BOX 352

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hereby agree that, notwithstanding the execution and delivery hereof, all of the Prior Loan Documents shall be and remain in full force and effect and that any rights and remedies of the Bank thereunder, obligations of the Assignors thereunder and any liens or security interests created or provided for thereunder shall be and remain in full force and effect and shall not be discharged hereby, it being specifically understood and agreed that this agreement to the extent the subject matter hereof covers the subject matter of the Prior Loan Documents shall constitute and be a continuation of the rights, remedies, liens and security interests in favor of the Bank, and the Obligations of the Assignors to the Bank, which exist under the Prior Loan Documents. However, to the extent that the Prior Loan Documents are inconsistent with any terms hereof, the Prior Loan Documents shall to such extent be deemed amended hereby and this agreement shall govern and control over any such provisions of the Prior Loan Documents which are inconsistent with the provisions hereof.

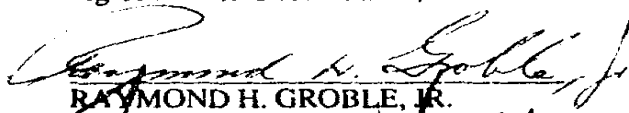
C. No reference to this First Amendment need be made in any of the Prior Loan Documents or in any other instrument or document making reference to any of the Prior Loan Documents. Any reference to a Prior Loan Document in any of such is to be deemed a reference to such Prior Loan Document as amended and supplemented hereby. Nothing contained herein shall in any manner affect or impair, supercede or replace any security interests or other liens heretofore created in favor of the Bank on all or any part of the Collateral. Nothing contained herein shall in any manner affect or impair the priority of the liens and security interests created and provided for by the Prior Loan Documents as to the indebtedness which would be secured thereby prior to giving effect to this agreement.

D. In order to induce you to execute and deliver this First Amendment, the Assignors hereby represent to you that as of the date hereof and as of the time that the First Amendment becomes effective, each of the representations and warranties set forth in the Assignment as amended hereby are and shall be and remain true and correct and the Assignors shall be in full compliance with all of the terms and conditions hereof and no event of default as defined in the Assignment as amended hereby shall have occurred and be continuing nor any event which with the lapse of time, the giving of notice or both would constitute such an event of default.

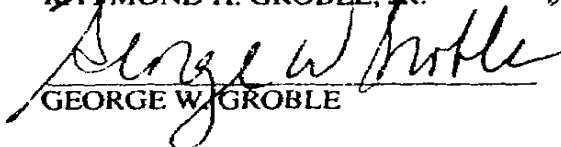
E. The First Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be an original but all of which to constitute one and the same instrument. Except as specifically amended and modified hereby, all of the terms and conditions of the Assignment shall stand and remain unchanged and in full force and effect. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Assignment.

F. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on December 31, 1991.


RAYMOND H. GROBLE, JR.


EVELYN M. GROBLE


GEORGE W. GROBLE


MARILYN L. GROBLE

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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, and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, 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 be 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 ASSISTANT SECRETARY, as of the day and year first above written.

LASALLE NATIONAL TRUST, N.A. Successor Trustee, as Trustee as Aforesaid and Not Personally

By _____

Conline Bok
Type or Print Name

(SEAL)

ATTEST:

Nancy A. Stack
Assistant Secretary
NANCY A. STACK
Type or Print Name

Accepted and agreed to as of the date first above written.

HARRIS TRUST AND SAVINGS BANK

By _____

David W. Wamern
Its Vice President

5508055

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kimberly M. Kash, A Notary Public in and for said County in the State aforesaid, do hereby certify that Raymond H. Groble, Jr., Evelyn M. Groble, George W. Groble and Marilyn L. Groble who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31st day of December, 1999.

Kimberly M. Kash
Notary Public
Kimberly M. Kash
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MICHAEL OBREMSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID J. VARNERIN, VICE PRESIDENT of HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

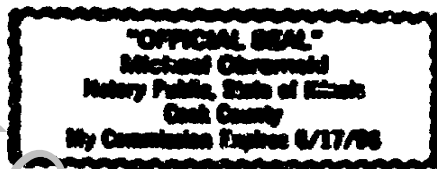
Given under my hand and notarial seal, this 6TH day of JULY, 1992.

Michael Obremski
Notary Public

MICHAEL OBREMSKI
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, HARRIET DENISEWICZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Constant B... and NANCY A. STACK of LASALLE NATIONAL TRUST, N.A., Successor Trustee to LaSalle National Bank, a national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

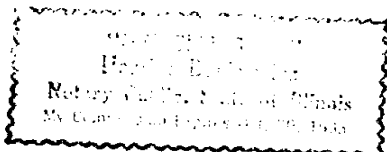
Given under my hand and notarial seal, this 30 day of June, 1992.

Harriet Denesewicz
Notary Public

HARRIET DENISEWICZ
(TYPE OR PRINT NAME)

(SEAL)

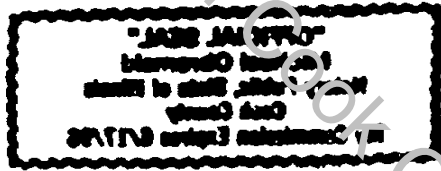
Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

UNIT NUMBER 4 IN THE 33 WEST JACKSON CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOT 1 (EXCEPT THAT PART TAKEN ON DEARBORN STREET) IN G. W. SNOW'S SUBDIVISION OF BLOCK 139 OF SCHOOL SECTION ADDITION IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JUNE 23, 1983, AS DOCUMENT 26654840, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS (EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPEACES COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS AND ALSO A PERMANENT EASEMENT IN AND UPON UNIT 3 OF SAID PREMISES FOR THAT LOCATING, HOUSING AND MAINTAINING THE AIR CONDITIONING UNIT AND EQUIPMENT SERVING THE SAID UNIT 4 AND FOR ACCESS TO THE SAME FOR REPAIRS, MAINTENANCE, SERVICING OR REPLACEMENT.

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