926435m3.014 UNOFFICIAL COPY

9313 AMENDMENT NO. 1 TO ASSIGNMENT OF LEASES AND RENTS - AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 109244-05

Amendment No. 1 to Assignment dated as of Mach 10, 1993, is made by American National Bank and Trust Company of Chicago, not individually, but solely as Trustee under that certain Trust Agreement dated October 12, 1989, and known as Trust No. 109244-05 (the "Assignor") in favor of National Security Bank of Chicago ("Assignee"). This Amendment pertains to the real estate described on Exhibit A attached hereto and hereby made a part hereof.

743333 TRAH 0371 03/12/93 14:53:00 00430 # #-93-190171 COOK COUNTY RECORDER

PREAMBLE:

Assignor gave to Assignee that certain Assignment dated as of March 16, 1992, which was recorded on February 8, 1993 in the office of the Cook (Conty Recorder of Deeds as Document No. 93103207 (the "Assignment"). Due to a scrivener's error, the Assignment was incorrectly dated March 16, 1993. The Assignment should have been dated January 14, 1993. The parties have agreed to amend the date of the Assignment to be January 14, 1993.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Amendment, Assignor agrees as follows:

- 1. The date of the Assignment is amended to read January 14, 1993.
- 2. All references to the "Assignment" in the Assignment shall be redefined to mean the "Assignment" as amended by this Amendment.
- 3. In all other respects, the Assignment is nereby restated, reaffirmed and incorporated herein, the orly amendments intended to be made thereto being those above set forth. Except as specifically set forth herein to the contrary, all terms defined in the Assignment shall have the same meanings herein as therein.
- Assignor, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred and fixed in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on Assignor as Trustee as aforesaid, or on Assignor personally, to pay the 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 on Assignor, if any, being expressly waived by Assignee

h e

Property of County Clerk's Office

and by every person now or hereafter claiming any right or security hereunder. Each and all of the representations, warranties, covenants, undertakings and agreements made by the Assignor as Trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) the Guarantors and their successors and assigns. So far as the Assignor, as Trustee as aforesaid, and its successors, and the Assignor, personally, are concerned, Assignee and the holder or holders of the note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the note provided, or by action to enforce the personal liability of any guarantor or co-maker.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

To Cook Co! AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, N.A. not individually, but solely as Trustee under that certain Trust Agreement dated October 12, 1989 and known as Trust No. 109244-05

C/O/74'S O/FICO

ATTEST:

This Instrument was prepared by and when recorded mail to:

Steven Bright, Esq. Boahm & Pearlstein, Ltd. 33 North LaSalle Street 22nd Floor Chicago, Illinois 60602

Property of Cook County Clerk's Office

STATE OF ILLINOIS)) SS. COUNTY OF C O O K)

I, the Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT P. JOHANSEN (Assistant) Vice President, and Gregory S. Kasprzyk, ASSISTANT SECRETARY of American National Bank and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Vice President and ASSISTANT SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and said ASSISTANT SECRETARY did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth. MAR 1 1 1993

GIVEN under my hard and Notarial Seal this _____ day of A.D., 1992. 204 CO)

My Commission Expires:

[SEAL]

Property of Cook County Clerk's Office

LOT I IN STOKE'S SUBDIVISION OF LOTS 19 TO 24, BOTH INCLUSIVE. IN BLOCK 1 IN THOMPSON'S SUBDIVISION OF THE WORTHVEST 1/4 OF THE HORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 HORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1500 North Rockvell Street, Chicago, Illinois

Toperty or Coot County Clert's Office

EXHIBIT ____

Property of Cook County Clerk's Office