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FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

This Agreement entered into this 3rd day of May, 1993, by and between LaSalle National Trust, N.A. as successor Trustee to LaSalle National Bank, not personally, but as Trustee u/t/a dated May 1, 1990, and known as Trust Number 115489 ("Assignor") and LaSalle National Bank, formerly known as Exchange National Bank of Chicago ("Assignee").

DEFT-01 RECORDING \$27.00
193332 TRAN 4354 05/17/93 16:44:00
98463 * -93-371107
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, the Beneficiary of Assignor ("Borrower") executed a note dated May 22, 1990 in the amount of \$450,000 in favor of Assignee (the "Note"), which Note is secured by that certain Assignment of Rents and Leases on the real property legally described in Exhibit A attached hereto, dated May 22, 1990, and recorded with the Recorder of Deeds of Cook County on May 22, 1990, as Document Number 90-238324 (the "Assignment"); and

WHEREAS, Assignee is willing to make additional loans to Borrower and to affiliates of the Borrower provided that Assignor executes this Agreement;

NOW, THEREFORE, in consideration of the Assignee's extension of additional credit to Borrower and affiliates of the Borrower, the parties agree as follows:

1. The Assignment also secures the payment and performance of the promissory note dated May 3, 1993, in the amount of \$1,500,000 executed by Tuchten-Altman Company, an Illinois corporation, Universal Fruit Company, Incorporated, an Illinois corporation, Aristocrat Produce Company, Inc., a California corporation, Rancho Vista Farms, Inc., a California corporation, T-A Farms, Inc., a California corporation, Market Cartage Company, Inc., an Illinois corporation, and T-A Associates, an Illinois general partnership, in favor of the Assignee.

2. The Assignment also secures the payment and performance of the promissory note dated May 3, 1993 in the amount of \$1,300,000 executed by T-A Associates, an Illinois general partnership, in favor of the Assignee.

Prepared by and return to:

Address:

Mark A. Weber
Schwartz, Cooper, Kolb
& Gaynor Chartered
20 South Clark, Suite 1100
Chicago, Illinois 60603

73-77 South Water Street
Chicago, Illinois

PIN: 17-20-227-020
17-20-227-021
17-20-227-022

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3. The definition of Note as such term is defined in the Assignment shall include the notes referred to in Sections 1 and 2 herein including all extensions, renewals, modifications and substitutions thereof.

4. All terms of the Assignment are hereby incorporated by reference herein and, in all respects, the Assignment, except as modified herein, shall remain in full force and effect.

5. Assignor, by execution of this Agreement hereby reaffirms, assumes, and binds itself to all obligations, duties, rights, covenants, terms, and conditions contained in the Assignment.

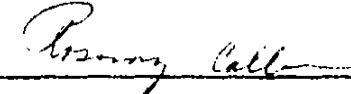
This mortgage is executed by LaSalle National Trust, N.A., successor Trustee to LaSalle National Bank, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Assignor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant, either express or implied, herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as Assignor and its successors personally are concerned, the holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (a) the premises and the rents, issues, and profits thereof for the payment thereof by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (b) assets of the Trust Estate held under the Trust Agreement; (c) any other security given to secure said indebtedness; or (d) the personal liability of the guarantor if applicable.

IN WITNESS WHEREOF, the Undersigned has caused this instrument to be executed the day and year first above written.

LASALLE NATIONAL TRUST,^{PA} not personally, but as Trustee u/t/a dated May 1, 1990, a/k/a Trust No. 115489

Attest:


Assistant Secretary

By: 
Its: Assistant Vice President

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EXHIBIT A

Legal Description

Lots 128, 129, and 130 in South Water Market, being a resubdivision in the Northeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Property of Cook County Clerk's Office

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