

# UNOFFICIAL COPY

PREPARED BY:  
Michael R. McGhee  
(CLOS Center)

95052160

WHEN RECORDED RETURN TO:

95052160

NBD BANK  
307 North Michigan Avenue  
Chicago, Illinois 60601  
ATTN: Ryan W. Satterfield



OFFICE RECORDING  
RECORDED BY: [illegible] 11/24/94 10:29:00  
INDEXED BY: [illegible] 11/24/94 10:29:00  
COOK COUNTY RECORDER



## MODIFICATION AGREEMENT - ASSIGNMENT OF RENTS AND LEASES

This Agreement (hereinafter the "Agreement") is made and entered into this 30th day of December, 1994, by and between NBD Bank, an Illinois banking corporation having its principal office at 211 South Wheaton Avenue, Wheaton, Illinois 60187 (herein the "Assignee"), NBD Bank, successor Trustee to NBD Trust Company of Illinois, not personally, but solely as Trustee under a Trust Agreement dated November 15, 1989 and known as Trust No. 1109-CH (herein the "Assignor") and Superior Street Investors Limited Partnership as Guarantor (herein the "Guarantor").

JE BEPT-01 RECORDING 131.50  
150003 TRSH 11/24/94 10:29:00  
11/24/94 11:53 8-25-0152160  
COOK COUNTY RECORDER

### WITNESSETH

Whereas, Assignor, for purposes of securing the payment of the indebtedness of the Assignor evidenced by that certain note, and any extensions, modifications or renewals thereof (herein the "Note") in the principal sum of Four Million and No/100 Dollars (\$4,000,000.00) has previously executed and delivered to the Assignee a certain Assignment of Rents and Leases dated December 1, 1989 (the "Assignment"), recorded in the Office of Cook County, Illinois Recorder of Deeds on December 12, 1989, as Document Number 89501249, on the Real Estate legally described therein as follows:

LOTS 6 TO 12 AND THE WEST 20 FEET OF LOT 5 IN BLOCK 16 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 1855 AS DOCUMENT 56461, IN COOK COUNTY, ILLINOIS

Commonly known as 311 West Superior Street, Chicago, Illinois 60610  
Tax Parcel Identification Numbers: 17-09-208-002 and 17-09-208-003

And whereas, the Assignee and the Assignor are desirous of amending the Assignment of Rents and Leases in connection with the execution and delivery by the Assignor of a certain Installment Business Loan Note dated December 30, 1994 in the principal amount Three Million Six Hundred Fifty Two Thousand Three Hundred Forty Seven Dollars and 13/100 (\$3,652,347.13), renewing the remaining principal balance of the indebtedness evidenced by the Note and maturing June 30, 1997; and

Whereas, the Assignee is unwilling to renew the indebtedness evidenced by the Note without the Assignor's agreement to the terms and conditions contained in this Modification of the Assignment of Rents and Leases, and the Assignor, in order to induce the Assignee to renew the indebtedness, is willing to agree to the terms and conditions contained herein.

Now, Therefore, in consideration of the mutual promises and covenants of the parties hereto, it is agreed that the provisions of the Assignment of Rents and Leases are hereby amended as follows:

- 1. Second paragraph of Section 11, beginning with the words "Notwithstanding the foregoing..." and ending with the words "...amounts due under the Loan or any documents executed therewith" is hereby deleted in its entirety.

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RIDER ATTACHED TO AND MADE A PART OF \* MODIFICATION AGREEMENT - ASSIGNMENT OF RENTS  
AND LEASES DATED December 10, 1994 UNDER TRUST NO. 1109-CH

This \* is executed by NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS, not personally, but solely as Trustee under Trust No. 1109-CH in the exercise of the power and authority conferred upon and vested in it as such Trustee and is payable only out of the property described in the Trust Deed or Mortgage given to secure payment hereof. It is expressly understood and agreed by each original and successive holder of the \* that no personal liability shall be asserted or be enforceable against the guarantor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed or Mortgage given to secure payment hereof or in the property or funds at any time subject to said Trust Agreement, because or in respect of this \* or in the making issue or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this \* accepts the same upon the express condition that no duty shall rest upon said NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS, either personally or as said Trustee, to requeue the rents, issue and profits arising from that sale or other disposition thereof, but in case of default in the payment of this \* or of any installment hereof, the sole remedy of the holder hereof shall be foreclosure of said Trust Deed or Mortgage given to secure the indebtedness evidenced by this \*, in accordance with the terms and provisions in said Trust Deed or Mortgage set forth, or by action to enforce their personal liability of the guarantor, if any, of the payment hereof, or both.

It is expressly understood and agreed by every person, firm, or corporation claiming any interest under this document that NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including without limitations, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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Except where the context otherwise may require, it is agreed that the terms "Assignor", "Borrower" and "Mortgagor" when used and appearing in the Promissory Note, Installment Note, the Mortgage, Assignment of Rents and Leases, the Modification and Extension Agreement, and this Modification Agreement - Assignment of Rents and Lease, shall be construed as and mean NBD Bank, not individually, but as successor Trustee to NBD Trust Company of Illinois under Trust Agreement dated October 10, 1990 and known as Trust Number 1186-CH.

Except where the context otherwise may require, it is agreed that the terms "Lender", "Mortgagee", "Assignee", and "Bank" when used and appearing in the Promissory Note, Installment Note, the Mortgage, the Assignment of Rents and Leases, the Modification and Extension Agreement, and this Modification Agreement - Assignment of Rents and Leases, shall be construed as and mean NBD Bank formerly known as NBD Chicago Bank.

It is further agreed as between the Assignor and the Assignee that neither the repayment of the indebtedness evidenced by the Promissory Note, Installment Note, nor the obligations of the Assignor thereunder, nor the Mortgage or other security given to secure same, shall in any way be prejudiced by the Modification and Extension Agreement, and this Modification Agreement - Assignment of Rents and Leases, said Installment Note and Mortgage being intended to be modified only to the extent therein and herein mentioned and said Mortgage to continue and remain in full force and effect. The parties hereto hereby ratify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Installment Note and Mortgage as modified by the Mortgage Modification Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Agreement - Assignment of Rents and Leases to be executed by their respective duly authorized representatives as of the date first written above.

ASSIGNOR: CORPORATION PROVIDED BY THE TERMS  
ANY LIABILITY OF THE BANK ATTACHED  
HEREIN IS HEREBY EXPRESSLY MADE A  
PART HEREOF.  
NBD Bank,  
not personally, but as  
Trustee aforesaid

ASSIGNEE:  
NBD BANK, an Illinois banking corporation

By: [Signature]  
Its: TRUST OFFICER

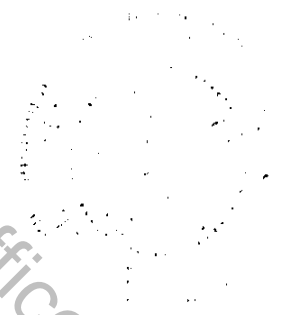
By: [Signature]  
Its: CHIEF PRESIDENT

ATTEST: [Signature]  
Its: TRUST OFFICER

ATTEST: [Signature]  
Its: \_\_\_\_\_

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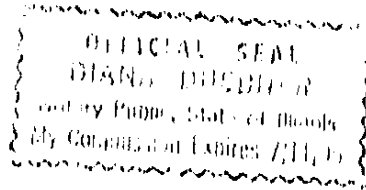
STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK   )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph F. Sobchacki and David Rosenfeld respectively, are the Trust Officer and Trust Officer of NBD BANK, not personally, but as Trustee aforesaid, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me this day 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 corporation for the uses and purposes therein set forth; and said Trust Officer of said corporation then and there acknowledged that he, as custodian of the corporate seal to said instrument did affix the corporate seal of said corporation to said instrument as his/her own free voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of December, 1994.

David Rosenfeld  
Notary Public

My Commission Expires:



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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK   )

I, the undersigned, a Notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Barry L. Weinstein 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

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Michael R. McGhee:274

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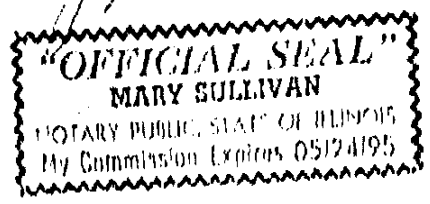
State of Illinois )  
                          ) SS  
County of COOK )

I, MARY SULLIVAN a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
R. ROBINSON and \_\_\_\_\_ the PRESIDENT  
respectively, of NBA BANK

\_\_\_\_\_ personally know to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such officer(s), appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, 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 corporation, did affix the said corporate seal of said corporation to said instrument, as (his) (their) own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of January, 1970

My Commission Expires \_\_\_\_\_  
Mary Sullivan Notary Public



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