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FOR RECORDER'S USE ONLY

WHEN RECORDED MAIL TO:

William S. Schwartz, Esq.
Boehm, Pearlstein & Bright, Ltd.
33 North LaSalle Street
35th Floor
Chicago, Illinois 60602

REC DEPT-01 RECORDING \$31.00
T#0012 TRAN 0197 04/18/96 10:07:00
#0679 : ER * - 96-292427
COOK COUNTY RECORDER
DEPT-01 RECORDING
T#0012 TRAN 0197 04/18/96 10:07:00
#0679 : ER * - 96-292427
COOK COUNTY RECORDER

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AMENDMENT NO. 1 TO ASSIGNMENT OF LEASES AND RENTS - AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 109490-06

31

Amendment No. 1 to Assignment of Leases and Rents dated as of April 8, 1996, is made by American National Bank Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated October 27, 1989 and known as Trust No. 109490-06 ("Assignor") in favor of First Bank N.A. f/k/a National Security Bank of Chicago ("Assignee" or "Bank"). This Amendment pertains to the real estate described on Exhibit A attached hereto and hereby made a part hereof.

P R E A M B L E

Assignor gave to Assignee that certain Assignment of Leases and Rents dated December 14, 1993, which was recorded on January 4, 1994 in the office of the Cook County Recorder of Deeds as Document No. 94008293 (the "Assignment of Leases and Rents"). Assignor and the owner of the beneficial interest in and to Assignor (such owner of such beneficial interest shall sometimes be referred to as the "Beneficiary" or "Grantor") have requested Assignee to provide new financing to Assignor and Beneficiary. Assignee has agreed to do so, so long as, among other things, Assignor executes and delivers to Assignee this Amendment.

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. Paragraph 1.01 to the Assignment of Leases and Rents is amended to read as follows:

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1.01 Notes. Whereas, pursuant to that certain Loan and Security Agreement dated the date of this Assignment of Leases and Rents as amended the date of Amendment No. 1 to this Assignment of Leases and Rents entered into by and between Assignee, Assignor and the owner of the beneficial interest in and to Assignor (said Loan and Security Agreement, as may be amended or restated from time to time, shall be hereinafter referred to as the "Loan Agreement"), that certain Term Note (said Term Note, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "1994 Term Note") in the principal amount of \$1,200,000.00 payable, along with interest, as specified in the Term Note and that certain 1996 Term Note in the principal amount of \$288,190.14 from Assignor and Guarantor to Assignee (said 1996 Term Note, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "1996 Term Note") (the 1994 Term Note and 1996 Term Note shall together be sometimes herein referred to as the "Notes") have been or are being contemporaneously executed and delivered by Assignor and Guarantor to Assignee.

2. All references to the "Note" in the Assignment of Leases and Rents shall be redefined to mean the "Notes" as defined in the Assignment of Leases and Rents, as amended by this Amendment.

3. All references to the "Assignment of Leases and Rents" in the Assignment of Leases and Rents shall be redefined to mean the "Assignment of Leases and Rents" as amended by this Amendment.

4. In all other respects, the Assignment of Leases and Rents is hereby restated, reaffirmed and incorporated herein, the only 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 of Leases and Rents shall have the same meanings herein as therein.

5. This Amendment No. 1 to Assignment of Leases and Rents is executed by 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 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 Beneficiaries 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

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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.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but solely as Trustee under that certain Trust Agreement dated October 27, 1989 and known as Trust No. 109490-06

ATTEST

By: _____

Its: ELL STACY

By: [Signature]

Title: VP

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Common Street Address:

2108 West Walnut and
2125-59 West Fulton
Chicago, Illinois

Real Estate Index Nos.:

17-07-310-001 thru 17-07-310-003 Inclusive
17-07-310-007 thru 17-07-310-020 Inclusive
17-07-314-010 thru 17-07-314-014 Inclusive

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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 Gregory S. Kasp (~~Assistant~~) Vice President, and J. MICHAEL WEBLAN (~~VICE PRESIDENT~~), of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Vice President and ~~VICE PRESIDENT~~ 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 _____ 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.

GIVEN under my hand and Notarial Seal this _____ day of APR 08 1996, A.D., 1996.



[Handwritten Signature]

NOTARY PUBLIC

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My Commission Expires:

[SEAL]

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PARCEL 1:

LOTS 9 TO 18 INCLUSIVE IN THE SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO:

LOT 8 (EXCEPT WEST 16 FEET OF THE EAST 17 FEET THEREOF) IN SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO:

ALL OF THE VACATED EAST AND WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 18 LYING NORTH AND ADJOINING THE NORTH LINE OF LOTS 19 TO 29 AND LYING WEST OF AND ADJOINING THE WEST LINE OF THE EAST 17 FEET SAID LOT 8 PRODUCED SOUTH 16 FEET, VACATED BY ORDINANCE OCTOBER 13, 1960 AS SHOWN ON DOCUMENT NUMBER 18024131 IN THE SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 19 TO 34 BOTH INCLUSIVE IN THE SUBDIVISION OF BLOCK 43 OF CANAL TRUSTEES' SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE WEST 11 FEET OF LOT 40 AND ALL OF LOTS 41, 42, 43 AND 44 IN THE SUBDIVISION OF BLOCK 43 OF CANAL TRUSTEES' SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.B. : 17-07-310-001 THRU 17-07-310-003 INCLUSIVE
17-07-310-007 THRU 17-07-310-020 INCLUSIVE
17-07-314-010 THRU 17-07-314-014 INCLUSIVE

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EXHIBIT A

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