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DEPT-01 RECORDING \$31.00
T#0012 TRAN 6540 09/03/97 13:00:00
43307 CG #-97-647094
COOK COUNTY RECORDER

FIRST MODIFICATION OF COLLATERAL ASSIGNMENT OF LEASES AND RENTS

This First Modification of Collateral Assignment of Leases and Rents ("Agreement") is entered into as of this July 25, 1997 by and between LAKESIDE BANK, not personally, but as Trustee under a Trust Agreement dated March 12, 1993 and known as Trust 10-1580 (the "Trustee") and VICTOR J. CACCIATORE, SR. (the "Beneficiary") (collectively, the Trustee and the Beneficiary are hereinafter referred to "Assignor") and LASALLE BANK FSB, a federal savings bank, having an office at 8303 W. Higgins Road, Chicago, IL 60631 (hereinafter referred to as "Assignee").

WITNESSETH

WHEREAS, Beneficiary, to evidence and secure a loan indebtedness, has made and delivered to LASALLE NATIONAL BANK, a national banking association, a Modification Note dated as of October 1, 1995 in the principal amount of THREE MILLION DOLLARS (\$3,000,000.00) with interest as therein expressed (the "Modification Note"). The Assignee has acquired for value from LASALLE NATIONAL BANK the loan indebtedness evidenced by said Modification Note and all rights, titles and interests of LASALLE NATIONAL BANK in and to all the loan documents evidencing or securing said Modification Note. Beneficiary and Assignee have previously increased the line of credit evidenced by the Modification Note to a principal amount not to exceed Four Million Dollars (\$4,000,000.00) and extended and otherwise modified the Modification Note pursuant to the terms of that certain Loan Modification Agreement dated January 31, 1996, Loan Extension Agreement dated March 1, 1997, and Second Loan Modification Agreement dated June 11, 1997, all by and between Beneficiary and Assignee (the "Prior Modification Agreements"). As of the date hereof Beneficiary and Assignee have increased the amount of the line of credit evidenced by said Modification Note to an amount not to exceed FIVE MILLION DOLLARS (\$5,000,000.00) and otherwise modified the terms of said Modification Note pursuant to the terms of that certain Third Loan Modification Agreement of even date herewith by and between the Beneficiary and the Assignee (the "Third Loan Modification Agreement"); and

Prepared by & mail to:
LaSalle Bank FSB
8303 W. Higgins-6th floor
Chicago, IL 60631

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ADDITIONAL

1. THE
2. THE
3. THE

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ADDITIONAL

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WHEREAS, Assignor has secured the payment of the Modification Note by executing and delivering to Assignee that certain Collateral Assignment of Leases and Rents dated January 31, 1996, made by Assignor and recorded on April 19, 1996 in the office of the DuPage County Recorder of Deeds as Document No. R96-064719 (the "Assignment of Rents"), and encumbering the property commonly known as the Southwest Corner of Routes 34 and 59, Aurora, IL and legally described on Exhibit "1" attached hereto and made a part hereof; and

WHEREAS, to induce the Assignee to increase and modify the terms of the line of credit evidenced by the Modification Note pursuant to the Third Loan Modification Agreement, Assignor has offered to enter into this Agreement. The Assignee has accepted such offer.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees with Assignee that the aforesaid Assignment of Rents, as amended, is herewith further amended and supplemented as follows:

1. The Assignment of Rents is hereby amended to provide that the Assignment of Rents shall secure payment of the Modification Note, as increased, modified and extended by the Prior Modification Agreements and as increased to the principal amount not to exceed \$5,000,000.00 together with interest thereon and otherwise modified pursuant to the Third Loan Modification Agreement and any reference therein to the "Note" shall mean the Modification Note as modified by the Prior Modification Agreements and by the Third Loan Modification Agreement.

2. **RATIFICATION.** In all respects, other than those expressly amended or supplemented hereby, Assignor does hereby ratify and confirm the provisions, terms and conditions of the aforesaid Assignment of Rents.

3. This Agreement is executed by LAKESIDE 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 insofar as Trustee only is concerned is payable only out of the property specifically described in this Agreement and other documents securing the payment of the Modification Note, as modified, secured hereby, by the enforcement of the provisions contained in this Agreement and other documents or any thereof. No personal liability shall be asserted to be enforceable against the Trustee, because or in respect of this Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have caused these presents to be signed the day and year first above written.

LAKESIDE BANK, not personally, but as Trustee under a Trust Agreement dated March 12, 1993 and known as Trust 10-1580

By: [Signature]
Title: VICE - PRESIDENT & TRUST OFFICER

[Signature]
VICTOR J. CACCIATORE, SR.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

LASALLE BANK FSB,
a federal savings bank

By: [Signature]
Title: [Signature]

This Document Prepared by:
Timothy S. Breems
One N. LaSalle
Chicago, IL 60602
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

Cook County Clerk

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I, Mary C. Adler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marcus Tobe, of LAKESIDE BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP & Trust Officer of LAKESIDE BANK, 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 of said LAKESIDE BANK, not personally, but as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of August, 1997.

[Signature]
Notary Public



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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Romualda J. Kisting, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that VICTOR J. CACCIATORE, SR., 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 and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28 day of July, 1997.

Romualda J. Kisting
Notary Public

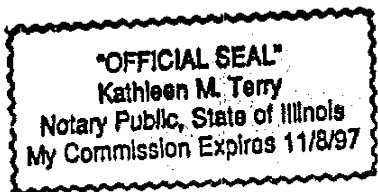
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael L. Weustrup, of LASALLE BANK FSB, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, of LASALLE BANK FSB, 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 of said LASALLE BANK FSB for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of July, 1997.

Kathleen M. Terry
Notary Public



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EXHIBIT "1"

PARCEL 1: LOT 1 IN NEVAL YEATES' PLAT OF LOT 1 OF PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1959 AS DOCUMENT 940180, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NEVAL YEATES PLAT OF LOT 1 (RECORDED AS DOCUMENT 940180) WITH THE CENTER LINE OF U.S. ROUTE 34 AND RUNNING THENCE SOUTH 00 DEGREES 10 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE AND WEST LINE EXTENDED, 383.70 FEET; THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4, 636.65 FEET TO SAID EAST LINE; THENCE NORTH ALONG SAID EAST LINE, 395.06 FEET TO THE SOUTH LINE OF YACKLEY'S ASSESSMENT PLAT (RECORDED AS DOCUMENT 990362); THENCE SOUTH 89 DEGREES 57 MINUTES 06 SECONDS WEST ALONG SAID SOUTH LINE, 210.67 FEET (RECORD 208.24 FEET) TO THE SOUTHWEST CORNER OF SAID PLAT; THENCE NORTH 23 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PLAT 155.47 FEET (RECORD 155.45 FEET) TO SAID CENTER LINE OF U.S. ROUTE 34; THENCE SOUTH 67 DEGREES 01 MINUTES 45 SECONDS WEST ALONG SAID CENTER LINE, 395.38 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART CONDEMNED FOR HIGHWAY PURPOSES BY CASE 2214-59-COUNTY AND EXCEPT THAT PART THEREOF FALLING IN LOT 1 IN NEVAL YEATES PLAT OF LOT 1 OF PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1959 AS DOCUMENT 940180) IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: Southwest Corner of Route 34 and Route 59, Aurora, IL

P.I.N. 07-28-201-008
07-28-201-009

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AGREEMENT RIDER

This agreement is executed by LAKESIDE BANK, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of the Trustee, including those as to title, are those of the Trustee's beneficiary only. Any and all personal liability of LAKESIDE BANK is hereby expressly waived by the parties hereto and their respective personal representatives, estates, heirs, successors and assigns.

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