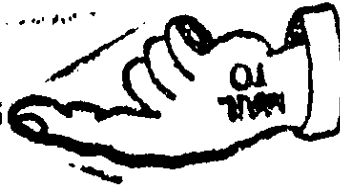


THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING. RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 925
Chicago, Illinois 60603



PERMANENT TAX INDEX NUMBERS:

03-11-407-017-0000
03-11-407-018-0000
03-11-407-019-0300

PROPERTY ADDRESS:

44 Century Drive
Wheeling, Illinois 60090

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AS 1/11/97 SF

FIRST AMENDMENT TO
ASSIGNMENT OF RENTS AND LEASES

This FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES is executed as of October 31, 1997 (the "First Amendment") by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, whose address is 33 North La Salle Street, Chicago, Illinois 60690, Attention: Land Trust Department, not personally, but solely as Trustee (the "Trustee") under a Trust Agreement dated September 18, 1986 and known as Trust No. 100055-02 (the "Trust Agreement"), KENNETH J. GENENDER (the "Beneficiary"; the Trustee and the Beneficiary being collectively referred to herein as the "Assignor"), whose address is c/o Genender International Imports, Inc., 44 Century Drive, Wheeling, Illinois 60090, and LASALLE NATIONAL BANK, a national banking association (the "Assignee"), whose address is 135 South La Salle Street, Chicago, Illinois 60603.

RECITALS:

A. The Assignor executed and delivered to the Assignee that certain Assignment of Rents and Leases dated as of December 20, 1993 and recorded on January 4, 1994 as Document No. 94005296 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Assignment of Rents"), which Assignment of Rents encumbers certain real property commonly known as 44 Century Drive, Wheeling, Illinois 60090, and as more particularly described in Exhibit "A" attached thereto and as Parcel 1 on Exhibit "A" attached hereto and made a part hereof (the "Premises").

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B. The Trustee is the record owner of the fee simple estate in and to the Premises and a leasehold estate in certain real property adjacent to, and north of, the Premises, which is also commonly known as 44 Century Drive, Wheeling, Illinois 60090, and as more particularly described as Parcel 2 on Exhibit "A" attached hereto and made a part hereof (the "Leased Premises"), and the Beneficiary owns one hundred percent (100%) of the beneficial interest of, and power of direction in, the Trust Agreement.

C. The Assignment of Rents currently secures the obligations and liabilities of the Trustee to the Assignee under and pursuant to that certain Note dated as of December 20, 1993 in the original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), executed by the Trustee and made payable to the order of and delivered to the Assignee, which obligation is guaranteed by Genender International, Inc., an Illinois corporation (the "Company"; the Trustee and the Company being collectively referred to herein as the "Borrowers"), under and pursuant to that certain Continuing Unconditional Guaranty dated as of December 20, 1993 to and for the benefit of the Assignee (the "Guaranty").

D. The Trustee has acquired a leasehold estate in the Leased Premises pursuant to that certain Indenture of Lease dated as of September 30, 1997 (as amended from time to time, the "Ground Lease") between the Company, as lessor, and the Trustee, as lessee, wherein the Company has leased to the Trustee the Leased Premises for a term of ninety nine (99) years, and whereon the Trustee will develop and construct an approximately 34,302 square foot addition (the "Project") to the existing building already located on the Premises and owned by the Trustee (the "Existing Facility"), which Existing Facility and Project will be used as a combined office/warehouse.

E. Upon completion of the construction of the Project, the Trustee will lease the Project and the Leased Premises (along with the Premises and the Existing Facility) back to the Company under and pursuant to that certain Facility Lease dated as of September 30, 1997 (as amended from time to time, the "Facility Lease") between the Trustee, as lessor, and the Company, as lessee.

F. At the present time the Trustee, the Company and the Assignee have agreed enter into that certain Construction Loan Agreement dated as of October 31, 1997 pursuant to which the Assignee will loan to the Trustee and the Company an additional construction mortgage loan to finance the construction of the Project, and which construction mortgage loan will be evidenced by that certain Mortgage Note dated as of October 31, 1997 in the maximum original principal amount of One Million Three Hundred Eighty Six Thousand Four Hundred Seventy Six and 00/100 Dollars (\$1,386,476.00), to be jointly and severally executed by the Trustee and the Company and made payable to the order of the Assignee.

G. The Assignor and the Assignee have correspondingly agreed to amend certain provisions of the Assignment of Rents as provided for herein.

NOW, THEREFORE, in consideration of the foregoing, the Assignor and the Assignee hereby agree as follows:

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1. Recitals. The foregoing recitals are hereby incorporated into, and made a part of this First Amendment.

2. Definitions. Capitalized words and phrases not otherwise defined herein shall have the respective meanings assigned thereto in the Assignment of Rents.

3. Obligations Secured. The Assignment of Rents secures the obligations and liabilities of the Trustee and/or the Company to the Assignee under and pursuant to:

(a) Construction Loan Agreement dated as of October 31, 1997 by and among the Trustee, the Company and the Assignee (as amended from time to time, the "Loan Agreement") and as evidenced by that certain Mortgage Note dated as of October 31, 1997 in the maximum original principal amount of One Million Three Hundred Eighty Six Thousand Four Hundred Seventy Six and 00/100 Dollars (\$1,386,476.00), jointly and severally executed by the Trustee and the Company and made payable to the order of and delivered to the Assignee (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Construction Note");

(b) Note dated as of December 20, 1993 in the original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), executed by the Trustee and made payable to the order of and delivered to the Assignee (together with any and all notes issued in renewal thereof or in substitution or replacement therefor being collectively referred to herein as the "Trustee Note"; the Construction Note and the Trustee Note being collectively referred to herein as the "Notes"), of which the principal amount of One Million Forty Five Thousand Eight Hundred Forty and 84/100 Dollars (\$1,045,840.84) remains outstanding as of the date hereof;

(c) any and all amendments to the Loan Agreement, any and all extensions, renewals or modifications of the Construction Note or the Trustee Note and any and all substitutions for the Construction Note or the Trustee Note;

(d) the obligations and liabilities of the Company to the Assignee under and pursuant to the Guaranty; and

(e) and any other sums, liabilities or indebtedness as set forth in either the Loan Agreement, the Mortgage (as herein after defined) or any of the other Loan Documents (as defined in the Loan Agreement").

4. Amendments to Assignment of Rents. Exhibit "A" and Exhibit "B" to the Assignment of Rents are hereby amended in their entirety to read, respectively, as Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

5. Note. The term "Note" as defined in the Assignment of Rents is hereby modified to refer to all the obligations and liabilities of the Trustee and/or the Company to the

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Assignee set forth in Section 3 above, including but not limited to, the Loan Agreement, the Construction Note, the Trustee Note and the Guaranty.

6. Mortgage. The term "Mortgage" as defined in the Assignment of Rents is hereby modified to refer to that certain Mortgage, Security Agreement and Financing Statement dated as of December 20, 1993 and recorded on January 4, 1994 as Document No. 94005295 in the Office of the Recorder of Deeds of Cook County, Illinois, as modified and amended by that certain First Amendment to Mortgage, Security Agreement and Financing Statement dated as of December 20, 1993 by and between the Trustee and the Assignee, and any and all further modifications or amendments thereto.

7. Continuing Effect. All the terms of the Assignment of Rents are hereby incorporated by reference herein, and the Assignment of Rents, except as hereby modified and amended, shall remain in full force and effect in all respects. The Assignor, by the execution of this First Amendment, hereby reaffirms, assumes and binds itself to all of its obligations, duties, rights, covenants, terms and conditions that are contained in the Assignment of Rents.

8. Counterparts. This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

9. Beneficiary's Exculpation. Notwithstanding anything contained herein or in the other Loan Documents, the liability of the Beneficiary, if any, hereunder and under the Loan Agreement, the Note and/or any of the other Loan Documents shall be limited to, and satisfied from, the Premises and the Leased Premises and the proceeds thereof, the rents and all other income therefrom, the other assets of the Beneficiary arising out of the Premises and the Leased Premises which are given as collateral for the Loan Agreement and the Note, and any other collateral given in writing to the Assignee as security for the repayment of the Note (all of the foregoing being collectively referred to as the "Loan Collateral"); provided, however, that nothing contained in this section shall (i) preclude the Assignee from foreclosing the lien of the Loan Documents or from enforcing any of its rights or remedies in law or in equity against the Company, the Trustee or, except as limited by this section, the Beneficiary; (ii) constitute a waiver of any obligation evidenced by the Note or secured by any of the Loan Documents; (iii) limit the right of the Assignee to name the Company, the Trustee or the Beneficiary as a party defendant in any action brought under this Agreement, the Loan Agreement, the Note or any of the other Loan Documents, so long as execution on any judgment against the Beneficiary is limited to the Loan Collateral; (iv) prohibit the Assignee from pursuing all of its rights and remedies against any guarantor or surety; (v) limit the personal liability of the Company or the Beneficiary or any shareholder of the Company, to the Assignee for misappropriation or misapplication of funds, fraud, waste, willful misrepresentation or willful damage to the Premises or the Leased Premises, or a violation of any of the Loan Documents relating to environmental matters; or (vi) preclude the Assignee from recovering from the Company under the Environmental Indemnity Agreement date as of October 31, 1997.

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10. Trustee's Exculpation. This First Amendment is executed by the Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Premises and has no agents, employees or control over the management of the Premises and no knowledge or of other factual matters except as represented to the Trustee by its beneficiary. No personal liability or personal responsibility is assumed by or shall at any time by asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Assignment of Rents, all such liability being expressly waived by the Assignee and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the indebtedness evidenced by the Notes or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Premises for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Notes provided or by action to enforce the personal liability of any guarantor.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this First Amendment to Assignment of Rents and Leases as of the date first above written.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
as Trustee of Trust No. 100055-02

By: _____
Name: _____
Title: _____

KENNETH J. GENENDER

LASALLE NATIONAL BANK,
a national banking association

By: _____
Name: Mrs. J. Cunningham
Title: 1st V.P.

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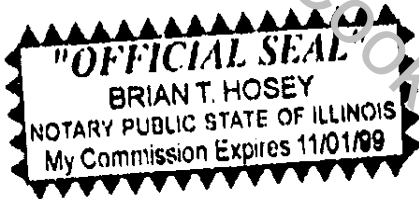
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as trustee as aforesaid, who is 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 as such _____, 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 banking association, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of November, 1997.

Brian T. Hosey

Notary Public



My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH J. GENENDER, who is 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 20th day of November, 1997.



Jerald E. Kushnir

Notary Public

My Commission Expires: 11/21/2001

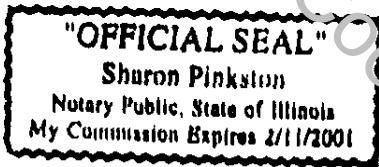
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lisa J. Cunningham, a First Vice President, of LASALLE NATIONAL BANK, a national banking association, who is 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 as such First Vice President, 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 banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of November, 1997.



Sharon Pinkston
Notary Public

My Commission Expires: 2/11/2001

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1 (Fee Premises):

LOTS 54, 55 AND 56 IN PALWAUKEE BUSINESS CENTER UNIT THREE BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 11, TOWNSHIP 42, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2 (Leasehold Premises):

LOT 52 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 11, TOWNSHIP 42, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

44 Century Drive
Wheeling, Illinois 60090

PERMANENT TAX IDENTIFICATION NUMBER:

03-11-407-017-0000 (affects Lot 54)
03-11-407-018-0000 (affects Lot 55)
03-11-407-019-0000 (affects Lot 56)
03-11-407-015-0000 (affects Lot 52)

GKF:jh
October 15, 1997
73249.1

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EXHIBIT "B"

LEASES

Lease dated July 10, 1987 between American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated September 18, 1986 and known as Trust No. 100055-02, as lessor, and Genender International Imports, Inc., an Illinois corporation, now known as Genender International, Inc., as lessee, as amended and/or restated by that certain Facility Lease dated as of September 30, 1997 (as amended from time to time, the "Facility Lease") between American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated September 18, 1986 and known as Trust No. 100055-02, as lessor, and Genender International, Inc., as lessee

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