

RECORDATION REQUESTED BY:

CIB Bank
101 N. Wolf Road
P.O. Box 666
Hillside, IL 60162

DEPT-01 RECORDING \$37.50
7:2222 TRAM 4034 03/10/97 15:00:00
#6334 + KB *-97-161497
COOK COUNTY RECORDER

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7:2222 TRAM 4034 03/10/97 15:00:00
#6334 + KB *-97-161497
COOK COUNTY RECORDER

WHEN RECORDED MAIL TO:

CIB BANK
333 Quadrangle Drive
Bolingbrook, IL 60440
Attn: Sajal Patel

FOR RECORDER'S USE ONLY

This Modification of Assignment of Rents prepared by: Gina M. LaRocco

MODIFICATION OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF ASSIGNMENT OF RENTS IS DATED SEPTEMBER 24, 1996, BETWEEN Midwest Trust Services, Inc., successor Trustee to The Midwest Bank and Trust Company as Trustee under Trust Agreement dated February 3, 1967 and known as Trust #67-02-01 (referred to below as "Grantor"), whose address is 1606 N. Harlem Avenue, Elmwood Park, IL 60695; and CIB Bank (referred to below as "Lender"), whose address is 101 N. Wolf Road, P.O. Box 666, Hillside, IL 60162.

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ASSIGNMENT OF RENTS. Grantor and Lender have entered into an assignment of rents dated July 31, 1995 (the "Assignment of Rents") recorded on August 22, 1995 as Document #95-556616 in Cook County, State of Illinois as follows:

SEE LEGAL DESCRIPTION ATTACHED AND MADE AN INTEGRAL PART OF THIS DOCUMENT HEREOF.

MODIFICATION. Grantor and Lender hereby modify the Assignment of Rents as follows:

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment of Rents, together with interest on such amounts as provided in this Assignment of Rents. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all

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claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as grantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Assignment of Rents secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of execution of this Mortgage. Under this revolving line of credit, Lender may make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents. At no time shall the principal amount of the indebtedness secured by the Assignment of Rents, not including sums advanced to protect the security of the Assignment of Rents, exceed \$12,000,000.00.

Note. The word "Note" means and includes without limitation the definition for the word "Note" as stated in that certain Business Loan Agreement dated July 31, 1995, and the Borrower's promissory note or notes, if any, evidencing Borrower's Loan obligations in favor of Lender, as well as any substitute, replacement or refinancing note or notes therefor, whether said note or notes are now existing or hereafter arising in the future.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Assignment of Rents shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Assignment of Rents as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Assignment of Rents (the "Note"). It is the intention of Lender to retain as liable all parties to the Assignment of Rents and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by virtue of this Modification. If any person who signed the original Assignment of Rents does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Midwest Trust Services, Inc., successor Trustee to
The Midwest Bank and Trust Company under Trust Agreement
dated February 3, 1967 and known as Trust #67-02-01 *and not personally*

By: *Margaret J. [Signature]*

SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.

LENDER:

CIB Bank

By: *Ronald J. Farmer*

Ronald J. Farmer, Sr. Vice President

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF Cook)ss
)

On this 24th day of September, 1996, before me, the undersigned Notary Public, personally appeared Margaret M. Trusehke, Land Trust Administrator of Midwest Trust Services, Inc., Successor Trustee to The Midwest Bank and Trust Company, and known to me to be an authorized agent of the corporation that executed the Modification of Assignment of Rents and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Cindy Sydor Residing at Elmwood Park, IL

Notary Public in and for the State of Illinois

My commission expires November 2, 1999



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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
Cook)ss
COUNTY OF DU-PAGE)

On this 24th day of September, 1996, before me, the undersigned Notary Public, personally appeared Ronald J. Farmer and known to me to be the Senior Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Cindy Sydor Residing at Elmwood Park, IL
Notary Public in and for the State of Illinois

My commission expires November 2, 1999



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LEGAL DESCRIPTION
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THE EAST 90 FEET OF LOT 1 AND THE EAST 90 FEET OF LOT 2 (EXCEPT THE SOUTH 5 FEET) IN BLOCK 4 IN THE SOUTH ADDITION TO HARLEM, BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-017

Property Address: 901 S. Harlem Avenue, Forest Park, Illinois 60130

THE SOUTH 5 FEET OF LOT 2 AND ALL OF LOT 3 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-018

Property Address: 907 S. Harlem Avenue, Forest Park, Illinois 60130

LOT 4 IN BLOCK 4 IN THE SOUTH ADDITION TO HARLEM IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. 15-13-415-015

Property Address: 909 S. Harlem Avenue, Forest Park, Illinois 60130

LOT 5 AND THE NORTH 12-1/2 FEET OF LOT 6 IN BLOCK 4 IN THE SOUTH ADDITION TO HARLEM, BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-020

Property Address: 911 S. Harlem Avenue, Forest Park, Illinois 60130

LOT 14 AND THE NORTH 1/2 OF LOT 15 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-019

Property Address: 929 S. Harlem Avenue, Forest Park, Illinois 60130

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LEGAL DESCRIPTION (CONT.)

LOT 17 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-029

Property Address: 935 S. Harlem Avenue, Forest Park, Illinois 60130

LOT 18 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-030

Property Address: 937 S. Harlem Avenue, Forest Park, Illinois 60130

LOT 19 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-031

Property Address: 939 S. Harlem Avenue, Forest Park, Illinois 60130

THE EAST 60 FEET OF LOTS 19, 20, 21 AND 22 IN BLOCK 4 IN SOUTH ADDITION TO HARLEM, BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. #15-13-415-032

Property Address: 949 S. Harlem Avenue, Forest Park, Illinois 60130

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LEGAL DESCRIPTION (CONT.)

LOTS 1, 2, 3, 4 AND 5 ALL IN LUMPP'S SUBDIVISION BEING A SUBDIVISION OF THE NORTH 366.17 FEET OF LOT 3 IN HENNING'S SUBDIVISION OF LOTS 42 AND 43 TOGETHER WITH THE NORTH 16 FEET OF LOT 44 IN COUNTY CLERK'S DIVISION OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, RANGE 41 NORTH, SECTION 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE AND THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD (EXCEPT THEREFROM THE NORTH 100.17 FEET OF THE EAST 85 FEET OF SAID LOT 3 IN HENNING'S SUBDIVISION) IN COOK COUNTY, ILLINOIS.

P.I. #10-20100-026

Property Address: 6336 W. Dempster, Morton Grove, Illinois 60053

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THIS RIDER IS ATTACHED TO AND MADE PART OF A CERTAIN
Modification of Assignment of Rents DATED September 24,
1996 AND EXECUTED BY MIDWEST TRUST SERVICES, INC. AS
SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY

UNDER TRUST AGREEMENT NUMBER 67-02-01:

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Trust Services, Inc. as successor trustee to Midwest Bank and Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Trust Services Inc. as successor trustee to Midwest Bank and Trust Company, not in its' own rights, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Trust Services, Inc. as successor trustee to Midwest Bank and Trust Company on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

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