

**RECORDATION REQUESTED BY:**

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

DEPT-01 RECORDING 431.50  
199222 TRAN 4034 03/10/97 15:01:00  
#0386 # KB # -97-161499  
COOK COUNTY RECORDER

**WHEN RECORDED MAIL TO:**

CIB BANK  
333 Quadrangle Dr  
Boilingbrook, 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 November 19, 1987 and known as Trust #87-11-5359 (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.

**ASSIGNMENT OF RENTS.** Grantor and Lender have entered into an assignment of rents dated July 31, 1995 (the "Assignment of Rents") recorded on August 21, 1995 as Document #95-556612 in Cook County and re-recorded on December 19, 1995 as Document #95-880836 in Cook County, State of Illinois as follows:

THAT PART OF THE WEST HALF OF THE EAST HALF OF THE NORTH EAST QUARTER LYING NORTH OF OGDEN AVENUE OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5756 West Ogden Avenue, Cicero, IL 60650

The Real Property tax identification number is 16-32-203-006

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THE WEST 9 FEET OF LOT 8 AND ALL OF LOT 9 AND 10 IN BLOCK 1 IN WALLECK'S SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT THE EAST QUARTER THEREOF) OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6347 West Roosevelt Road, Berwyn, IL 60402

The Real Property tax identification number is 16-20-100-031

**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 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

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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.

**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 November 19, 1987 and known as Trust #87-11-5359 *and not personally*

By: *Margaret M. [Signature]* SEE EXHIBITATORY REFER  
ATTACHED TO AND  
MADE PART HEREOF.

**LENDER:**

**CIB Bank**

By: *Ronald J. Farmer*  
Ronald J. Farmer, Sr. Vice President

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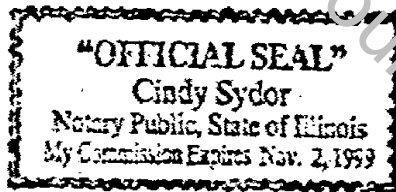
## LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)  
COUNTY OF Cook )ss  
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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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 87-11-5359:

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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