

# UNOFFICIAL COPY

99550773



99550773

**RECORDATION REQUESTED BY:**

CIB Bank  
900 East Higgins Road  
Elk Grove Village, IL 60007

DEPT-01 RECORDING \$29.50  
T0011 TRAN 3327 06/09/99 10:21:00  
42281 TB #-99-550773  
COOK COUNTY RECORDER

**WHEN RECORDED MAIL TO:**

CIB Bank  
900 East Higgins Road  
Elk Grove Village, IL 60007



**FOR RECORDER'S USE ONLY**

**This Modification of Assignment of Rents prepared by:**

CIB Bank  
900 E. Higgins Road  
Elk Grove Village, Illinois 60007

## MODIFICATION OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF ASSIGNMENT OF RENTS IS DATED May 14, 1999, BETWEEN Bridgeview Bank and Trust Co., as Trustee under Trust Agreement dated March 3, 1997 and known as Trust No. 1-2522, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Grantor"); and CIB Bank (referred to below as "Lender"), whose address is 900 East Higgins Road, Elk Grove Village, IL 60007.

**ASSIGNMENT OF RENTS.** Grantor and Lender have entered into an Assignment of Rents dated December 18, 1998 (the "Assignment of Rents") recorded in Cook County, State of Illinois as follows:

Recorded January 11, 1998 in the Office of the Cook County Recorder as Document No. 99023456

**REAL PROPERTY DESCRIPTION.** The Assignment of Rents covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF**

The Real Property or its address is commonly known as 1001 West Van Buren Street, Chicago, IL 60607. The Real Property Tax identification number is 17-17-231-002-0000, 17-17-231-003-0000, 17-17-231-004-0000, 17-17-231-005-0000, 17-17-231-006-0000, 17-17-231-007-0000, 17-17-231-008-0000, 17-17-231-009-0000, 17-17-231-010-0000, 17-17-233-001-0000.

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

**INDEBTEDNESS:** Change to read: This Mortgage secures, in addition to the amount specified in the Note, future advances in the amount of \$1,000,000.00, together with all interest thereon, which future advances Lender is obligated to make so long as Borrower complies with all the terms and conditions of the Note or other loan agreement; however, in no event shall future advances (excluding interest) exceed in the aggregate \$1,000,000.00. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,425,000.00.

**NOTE:** Change to read: The word "Note" means the promissory note or credit agreement dated May 14, 1999, in the original principal amount of \$425,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

54  
P-8  
N-N  
M-y  
\$29.50  
JHC

# UNOFFICIAL COPY

9556773

05-14-1999

## MODIFICATION OF ASSIGNMENT OF RENTS (Continued)

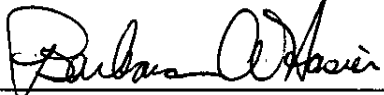
Page 2

**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 Lender in writing. Any maker or endorser, including accommodation makers, shall not be 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 ASSIGNMENT OF RENTS, AND EACH GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

Bridgeview Bank and Trust Co., as Trustee under Trust Agreement dated March 3, 1997 and known as Trust Co. 1-2522

X   
Trust Officer

This instrument is executed by the Bridgeview Bank and Trust Co., not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Bridgeview Bank and Trust Co. because of or on account of the making of this instrument.

**LENDER:**

CIB Bank

By:   
Authorized Officer

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

99550773

## EXHIBIT A

**Borrower:** Sol Helfetz  
224 Carter Ct.  
Northbrook, IL 60062

**Lender:** CIB Bank  
900 East Higgins Road  
Elk Grove Village, IL 60007

This EXHIBIT A is attached to and by this reference is made a part of each Deed of Trust or Mortgage, ABI and Assignment of Rents, dated May 14, 1999, and executed in connection with a loan or other financial accommodations between CIB Bank and Sol Helfetz.

**PARCEL 1:**

LOT 1 IN ASSESSOR'S DIVISION OF BLOCK 25 OF DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE EAST 174 FEET OF BLOCK 26 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2A:**

ALL THAT PART OF THE EAST 1/2 OF VACATED SOUTH CARPENTER STREET LYING WEST OF AND ACCRUING TO THE WEST LINE OF LOT 1 IN ASSESSOR'S DIVISION OF BLOCK 25 OF DUNCAN'S ADDITION TO CHICAGO, AFORESAID, AND OF THE EAST 174 FEET OF BLOCK 26 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2B:**

THAT PART OF THE WEST 1/2 OF VACATED SOUTH CARPENTER STREET LYING EAST OF AND ACCRUING THE EAST LINES OF LOTS 1 AND 30 IN EGAN'S SUBDIVISION OF BLOCK 26 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 1 THROUGH 12, BOTH INCLUSIVE, AND LOTS 28, 29 AND 30, ALL IN EGAN'S SUBDIVISION OF PART OF BLOCK 26 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

LOTS 19 AND 20 (EXCEPT THAT PART OF SAID LOTS 19 AND 20 LYING SOUTH OF A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE OF LOT 19 AT A POINT 51.91 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 19 AND INTERSECTS THE EAST LINE OF SAID LOT 20 AT A POINT 40.37 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 20) IN EGAN'S SUBDIVISION OF PART OF BLOCK 26 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

LOTS 21 THROUGH 25, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING SOUTH OF A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE OF LOT 21, AT A POINT 40.37 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT AND THE EAST LINE OF LOT 25, AT A POINT 11.45 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT) IN EGAN'S SUBDIVISION OF PART OF BLOCK 26 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

LOTS 26 AND 27 (EXCEPT THAT PART OF LOTS 26 AND 27 LYING SOUTH OF A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE OF LOT 26, AT A POINT 11.54 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND INTERSECTS THE SOUTHEAST CORNER OF LOT 27) IN EGAN'S SUBDIVISION OF BLOCK 26 OF CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

APR 20 1999

99550773

Property of Cook County Clerk's Office

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.26a(c) 1999 CFI ProServices, Inc. All rights reserved. [IL-G60 F3.26 50006719.LN C10.OVL]

Authorized Officer

BY: *[Signature]*

CIB Bank

LENDER

}}}}}}}

\_\_\_\_\_ X

\_\_\_\_\_ X

THIS EXHIBIT A IS EXECUTED ON MAY 14, 1999.

EXHIBIT A  
(Continued)