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1999-07-28 09:39:22  
Cook County Recorder 29.50

This instrument prepared by and when recorded return to:

Mary E. Callow  
Heroux, Clingen, Callow, Wolfe & McLean  
2100 Manchester Road  
Suite 1750  
Wheaton, Illinois 60187

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SKOKIE OFFICE



**SECOND ASSIGNMENT OF RENTS MODIFICATION**

**THIS SECOND ASSIGNMENT OF RENTS MODIFICATION** (this "Modification") is made this 19th day of April, 1999, by and between American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illinois, successor Trustee to Manufacturers Affiliated Trust Company, successor Trustee to Affiliated Bank/Western National, Successor Trustee to Western National Bank of Cicero and Trustee under Trust Agreement dated October 18, 1988 and known as Trust No. 10656, whose address is 33 North LaSalle Street, Chicago, Illinois 60602 (the "Grantor"), and LASALLE BANK NATIONAL ASSOCIATION (the "Lender").

**RECITALS**

WHEREAS, INFOWARE INC., an Illinois corporation (the "Borrower"), has executed in favor of the Lender a Business Loan Agreement, dated September 26, 1997 (the "Original Loan Agreement"), in exchange for the Lender's agreement to lend monies to Borrower;

WHEREAS, pursuant to the Original Loan Agreement, Borrower executed a Promissory Note, dated September 26, 1997 in favor of the Lender evidencing a revolving loan ("Revolving Loan A") in the original principal amount of \$750,000.00;

WHEREAS, pursuant to the Original Loan Agreement, Michael Tulig and Anne Daly Tulig (the "Beneficiaries") each executed a Commercial Guaranty, dated September 26, 1997 (the "Guarantees"), in favor of the Lender securing all indebtedness incurred under the Original Loan Agreement, including without limitation Revolving Loan A;

WHEREAS, Beneficiaries own the beneficial interests of the Premises (as hereinafter defined) under Trust Agreement dated October 18, 1988 and known as Trust No. 10656;

Handwritten notes and signatures: "OK", "5/28/99", "29.50", and a signature.

**WHEREAS**, as collateral security for the Beneficiaries' performance of their obligations under the Guarantees, the Beneficiaries executed and delivered a certain Collateral Assignment of Beneficial Interest, dated September 26, 1997 (the "**Original Collateral Assignment**"), which Original Collateral Assignment relate to the following premises (the "**Premises**"):

Lot 22 in Block 5 in Hughes Brown Moore Corporation Collinswood, being a Subdivision of part of the North East 1/4 and part of the East 1/2 of the South East 1/4 of Section 11, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 04-14-210-017

**WHEREAS**, as additional collateral security for the Beneficiaries' performance of their obligations under the Guarantees, the Beneficiaries directed the Grantor to execute and deliver a certain Mortgage dated September 26, 1997 and recorded by the Cook County Recorder as document no. 97-899114 (the "**Original Mortgage**") and a certain Assignment of Rents dated September 26, 1997 and recorded by the Cook County Recorder as document no. 97-899115 (the "**Original Assignment**"), which Original Mortgage and Original Assignment relate to the Premises;

**WHEREAS**, the maturity of Revolving Loan A was originally extended from May 26, 1998 to June 26, 1998 in exchange for Borrower's execution of a Promissory Note, dated May 26, 1998 in favor of the Lender evidencing Revolving Loan A;

**WHEREAS**, the maturity of Revolving Loan A was further extended from June 26, 1998 to September 1, 1998 in exchange for Borrower's execution of a Promissory Note, dated June 26, 1998 in favor of the Lender evidencing Revolving Loan A;

**WHEREAS**, (a) the maturity of Revolving Loan A was further extended from September 1, 1998 to July 1, 1999 and (b) the principal amount of Revolving Loan A was increased from \$750,000.00 to \$1,000,000.00, in exchange for Borrower's execution of (x) a certain Promissory Note, dated August 17, 1998 in favor of the Lender evidencing Revolving Loan A, (y) a certain First Amendment to Business Loan Agreement dated August 17, 1998 (the "**First Amendment**;" the Original Loan Agreement, as amended by the First Amendment is herein referred to as the "**Loan Agreement**") and Grantors' execution of a certain Assignment of Rents Modification dated August 17, 1998 (the "**First Modification**;" the Original Assignment as modified by the First Modification is herein referred to as the "**Assignment**");

**WHEREAS**, Borrower has requested and the Lender has agreed (a) to further extend the maturity of Revolving Loan A from July 1, 1999 to May 1, 2000 and (b) to increase the principal amount under Revolving Loan A from \$1,000,000.00 to \$1,500,000.00, in exchange for Borrower's continued compliance with the terms and conditions of the Loan Agreement and certain other modifications as set forth in the Second Amendment to Business Loan Agreement dated the date hereof (the "**Second Amendment**"); and

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WHEREAS, as a condition of the Lender entering into the Second Amendment, extending the maturity of Revolving Loan A, and increasing the original principal amount of Revolving Loan A, all on the terms and conditions set forth in the Second Amendment, the Lender has required that Grantor executes and delivers this Modification.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**Section 1.** Binding Effect of Assignment. The terms and conditions of the Assignment as amended and modified by this Modification shall continue to be binding and enforceable between the Grantor and the Lender.

**Section 2.** Modification. The first sentence of the definition of "Note" as set forth in the Assignment is amended to now read in its entirety as follows:

**Note.** The word "Note" means the promissory note or credit agreement dated April 19, 1999, in the principal amount of \$1,500,000.00 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.

**Section 3.** Miscellaneous.

a. The Recitals are incorporated herein by this reference and represent additional provisions of this Modification.

b. This Modification shall be governed by, and construed in accordance with, the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Modification as of the date first above written.

GRANTOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR TRUSTEE TO COMERICA BANK-ILLINOIS, SUCCESSOR TRUSTEE TO MANUFACTURERS AFFILIATED TRUST COMPANY, SUCCESSOR TRUSTEE TO AFFILIATED BANK/WESTERN NATIONAL, SUCCESSOR TRUSTEE TO WESTERN NATIONAL BANK OF CICERO AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 18, 1988 AND KNOWN AS TRUST NO. 10656 and not personally

Property of Cook County

By: [Signature]  
Name: JOSEPH F. SOCHACKI  
Title: TRUST OFFICER

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

# UNOFFICIAL COPY

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that JOSEPH F. SOCHACKI, personally known to me to be the TRUST OFFICER of American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illinois, successor Trustee to Manufacturers Affiliated Trust Company, successor Trustee to Affiliated Bank/Western National, Successor Trustee to Western National Bank of Cicero as Trustee under Trust Agreement dated October 18, 1988 and known as Trust No. 10656, and 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 in such capacity, TRUST OFFICER signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of American National Bank and Trust Company of Chicago, successor Trustee to Comerica Bank-Illinois, successor Trustee to Manufacturers Affiliated Trust Company, successor Trustee to Affiliated Bank/Western National, Successor Trustee to Western National Bank of Cicero as Trustee under Trust Agreement dated October 18, 1988 and known as Trust No. 10656, for the uses and purposes therein set forth. GIVEN UNDER MY HAND and notarial seal on April 28, 1999.

Felicia S Gates  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



PROVIDED BY COOK COUNTY CLERK'S OFFICE