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TCF NATIONAL BANK FIRST AMENDMENT TO MORTGAGE

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department



0318346445
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 07/02/2003 12:46 PM Pg: 1 of 5

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This First Amendment to Mortgage ("First Amendment") is dated as of May 15, 2003, and is made between Parkway Bank and Trust Company, not personally but as Trustee under Trust Agreement dated September 7, 1989 and known as Trust Number 9413, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60706 ("Mortgagor") and TCF National Bank formerly known as TCF National Bank Illinois, a national banking association ("Mortgagee"), with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527.

UNDERSTANDINGS

1. The Mortgagor executed a Mortgage in favor of the Mortgagee dated as of July 6, 1999 and recorded July 9, 1999, as document number 99657145 in the office of the County Recorder in and for Cook County, Illinois ("Mortgage") encumbering the real estate described on Exhibit A, attached hereto and made a part hereof.
2. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a promissory note in the original principal amount of Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on July 15, 2014. As of the date hereof, the outstanding principal balance due is \$396,166.67.
4. Mortgagor wishes to amend the terms of the Note and the Mortgage, and Mortgagee is willing to do so.

NOW, THEREFORE, in consideration of the Understandings as set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

A. That paragraph three (3) on page one (1) is hereby deleted in its entirety, and the following is substituted in its place:

"**INTEREST** shall accrue on the unpaid principal balance of the Note from and after May 15, 2003, as computed based on a 360-day year for the actual number of days the principal balance is outstanding, at the initial rate of five and one-half percent (5.50%) per annum ("Interest Rate"). The Interest Rate under the Note shall be adjusted on the fifteenth (15th) day of July, 2004 and on the same day of each year thereafter (each, an "Adjustment

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Date”) to a rate equal to two and three-quarters percent (2.75%) in excess of the Index Rate (defined below) then in effect on the Adjustment Date (“Adjusted Interest Rate”).

B. That paragraph seven (7) on page one and continued on page two is hereby deleted in its entirety, and the following is substituted in its place:

“**PRINCIPAL AND INTEREST PAYMENTS** (‘Installment Payments’) on the Note shall be due and payable in equal monthly installments in the amount of Two Thousand Six Hundred Sixty Two and 00/100 Dollars (\$2,662.00) beginning on June 15, 2003 and continuing on the fifteenth day of each calendar month thereafter until July 15, 2014 (“Maturity Date”) at which time the entire unpaid balance of principal, accrued and unpaid interest, fees and charges due under the Note shall be due and payable in full; **PROVIDED, HOWEVER** that after the Adjustment Date, the monthly Installment Payments shall be adjusted, based on the Adjusted Interest Rate, to an amount sufficient to amortize the then unpaid principal balance together with, as the Mortgagee may determine in its sole discretion, any unpaid interest, fees or charges due hereunder, over a period ending on July 15, 2024. Any installment Payments made under the Note may be applied by the Mortgagee in its sole discretion to the Liabilities (defined below) in the order of application as the Mortgagee in its sole discretion shall elect. The Mortgagor shall pay to the Mortgagee a late charge in the amount of five percent (5%) of any Installment Payment of interest or principal, or both, or any other payment which shall become ten (10) or more calendar days past due the applicable payment date. If any payment becomes due and payable on a Saturday, Sunday or any other day on which the Mortgagee is closed for business, the due date shall be extended to the next business day. Notwithstanding the foregoing, the Installment Payments shall at all times be sufficient to pay accrued interest during any month”

C. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect.

upon the direction of it's beneficiaries

SIGNED AND DELIVERED IN Burr Ridge, Illinois by the parties hereto as of the day and year written above.

MORTGAGOR:

PARKWAY BANK AND TRUST COMPANY, as Trustee and not Personally under a Trust Agreement dated September 7, 1989 and known as Trust Number 9413

By: SEE EXHIBIT A FOR TRUSTEE SIGNATURE, ADDRESS AND CALCULATION.
Its: _____

By: _____
Its: _____

MORTGAGEE:

TCF NATIONAL BANK
d/b/a TCF National Bank Illinois

By: _____
Its: Vice President

By: [Signature]
Its: Commercial Closing Officer

BENEFICIARIES:

[Signature]
CLEMENTE TRUPIANO

[Signature]
ROSE TRUPIANO

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EXHIBIT "A"

TRUSTEE SIGNATURE AND EXONERATION RIDER FOR FIRST AMENDMENT TO MORTGAGE

This document is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee under Trust No 9413 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless presentations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement, thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income there from, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state, or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, As Trustee under Trust No. 9413 as aforesaid and not personally,

By: [Signature]
VICE PRESIDENT & TRUST OFFICER

Attest: [Signature]
ASSISTANT TRUST OFFICER



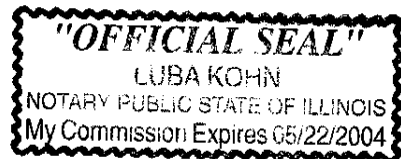
STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officers of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on 6/19, 2003.

[Signature]
(Notary Public)



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STATE OF ILLINOIS

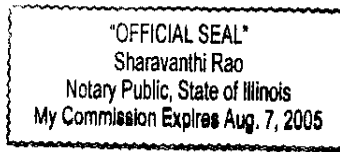
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of PARKWAY BANK AND TRUST COMPANY, an Illinois corporation, as Trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such title as designed above, appeared before me this day in person and acknowledged to me that they signed and delivered said instruments as their free and voluntary act and as the free and voluntary act of said Bank for the purposes therein set forth, pursuant to authority given by the Board of Directors of said Bank.

Given under my hand and Notarial Seal this 22ND day of May, 2003

[Signature]
Notary Public

My Commission Expires: AUG. 07. 2005



STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Clemente Trupiano and Rose Trupiano, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22ND day of May, 2003.

[Signature]
Notary Public

My Commission Expires: AUG. 07. 2005

STATE OF ILLINOIS

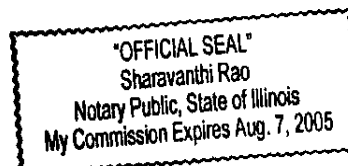
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Cyndy G. Gatties and Norene A. Medows, as Vice President and Commercial Closing Officer of TCF National Bank, a national banking association subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they being duly authorized, signed and delivered said instruments as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22ND day of May, 2003.

[Signature]
Notary Public

My Commission Expires: AUG. 07. 2005



UNOFFICIAL COPY**EXHIBIT A**

To

FIRST AMENDMENT TO MORTGAGE**DATED AS OF MAY 15, 2003 BETWEEN****PARKWAY BANK & TRUST COMPANY, AS TRUSTEE U/T/A DATED SEPTEMBER 7, 1989 AND KNOWN AS TRUST NUMBER 9413**

AND

TCF NATIONAL BANK**LEGAL DESCRIPTION**

PARCEL 1:

THE WEST 60.13 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES) OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 11, SAID POINT BEING 660.0 FEET SOUTH OF THE NORTH WEST CORNER OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 11, (AS MEASURED ON THE WEST LINE THEREOF), THENCE EAST PARALLEL WITH THE NORTH LINE OF THE WEST ½ OF THE SOUTH WEST ¼ OF SAID SECTION 11, 11,467.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST PARALLEL WITH THE NORTH LINE OF THE WEST ½ OF THE SOUTH WEST ¼ OF SAID SECTION 11, 11,223.43 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 11, 137 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 11, 227.59 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE; 136.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, PARKING, UTILITIES AND DRAINAGE AS SET FORTH IN THE DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS, RESTRICTIONS AND PARTY WALL RIGHTS DATED JULY 29, 1976 AND FILED AUGUST 19, 1976 AS DOCUMENT LR2888711.

P.I.N. 12-11-310-014-0000Commonly known as: 5109 North East River Road, Chicago, Illinois 60656 – Section 1

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Burr Ridge, Illinois 60527
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