

# UNOFFICIAL COPY

#123795

**TCF NATIONAL BANK  
FIRST AMENDMENT  
TO MORTGAGE**



Doc#: **0334501393**  
Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 12/11/2003 03:40 PM Pg: 1 of 6

PREPARED BY AND AFTER RECORDING MAIL TO:

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



This space reserved for Recorder's use only.

This FIRST Amendment to Mortgage ("FIRST Amendment") is dated as of this SEPTEMBER 11<sup>TH</sup>, 2003, and is made between PETER A. BERNAL, JENNIFER A. BERNAL, GARY J. LADEN and SANDRA M. LADEN, AS TO UNITS 101, 104, 105, 106, 107, 108, 202, 204, 205, 206, 207 and 208, as described on Exhibit A hereto; PETER A. BERNAL, JENNIFER A. BERNAL and SANDRA M. LADEN, AS TO UNITS 102, 103, 201 and 203, as described on Exhibit A hereto; jointly and severally, the "Mortgagor") (defined below) and TCF National Bank, 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 OCTOBER 16<sup>TH</sup>, 2000 and recorded OCTOBER 31<sup>ST</sup>, 2000 as document number 00855647 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 FIVE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$550,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on NOVEMBER 10<sup>TH</sup>, 2015. As of the date hereof, the outstanding principal balance due is FIVE HUNDRED THIRTY ONE THOUSAND FIFTY TWO AND 18/100 Dollars (\$531,052.18).
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:

1. That paragraph TWO (2) on page ONE (1) of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

STEWART TITLE OF ILLINOIS  
2 N. LaSALLE STREET  
SUITE 1920  
CHICAGO, IL 60602

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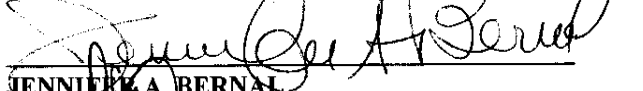
"Whereas, this Mortgage secures an aggregate indebtedness in the principal amount of **SEVEN HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$750,000.00)** ("Loan Amount") which Loan is evidenced by the following: a promissory note dated **OCTOBER 16<sup>TH</sup>, 2000** in the original principal amount of **FIVE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$550,000.00)** ("Note A"); and a promissory note dated **SEPTEMBER 11<sup>TH</sup>, 2003** in the principal amount of **TWO HUNDRED THOUSAND AND 00/100 Dollars (\$200,000.00)** ("Note B"); (hereinafter, jointly and severally, Note A and Note B are referred to as the "Note" or "Notes"). The Notes have been executed by the Mortgagor and delivered to Mortgagee, and are payable to the Mortgagee and due on **NOVEMBER 10<sup>TH</sup>, 2015** ("Note A") and **NOVEMBER 10<sup>TH</sup>, 2005** ("Note B") ("Maturity Dates") together with any and all amendments or supplements thereto, extensions and renewals thereof and any other promissory note which may be taken in whole or partial renewal, substitution or extension thereof. The Notes initially shall bear interest on the principal balance from time to time outstanding from date of first disbursement until maturity, whether by acceleration or otherwise and thereafter. The lien of this Mortgage secures payment and performance of the Liabilities (as defined in the Note) including without limitation, any existing indebtedness and future advances, whether obligatory or non-obligatory, made pursuant to the Note, the terms and provisions of which Note are hereby incorporated, to the same extent as if such future advances were made on the date of execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made."

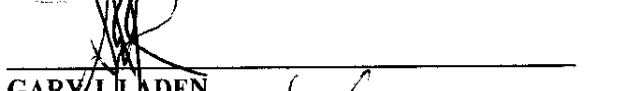
2. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect.

SIGNED AND DELIVERED IN **BURR RIDGE, ILLINOIS** by the parties hereto as of the day and year written above.

**MORTGAGOR:**

  
 \_\_\_\_\_  
**PETER A. BERNAL**

  
 \_\_\_\_\_  
**JENNIFER A. BERNAL**

  
 \_\_\_\_\_  
**GARY J. LADEN**

  
 \_\_\_\_\_  
**SANDRA M. LADEN**

**MORTGAGEE:**

**TCF NATIONAL BANK**

BY:   
 \_\_\_\_\_

**SALLY A. WORUM**

**ITS: VICE PRESIDENT**

BY:   
 \_\_\_\_\_

**NORENE A. MEADOWS**

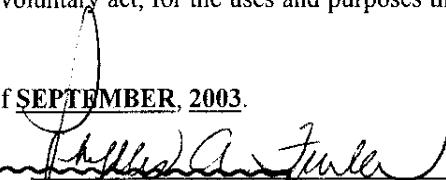
**ITS: COMMERCIAL CLOSING OFFICER**

STATE OF **ILLINOIS** )  
 ) SS  
 COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **PETER A. BERNAL** and **JENNIFER A. BERNAL**, personally known to me to be the same person(s) 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 15<sup>th</sup> day of **SEPTEMBER, 2003**.

My Commission Expires: 11-25-03

  
 \_\_\_\_\_  
 "OFFICIAL SEAL" Notary Public  
**PHYLLIS A. FURLER**  
 Notary Public, State of Illinois  
 My Commission Expires 11/25/2003



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## EXHIBIT A

To

### FIRST AMENDMENT TO MORTGAGE

DATED AS OF THIS 11<sup>TH</sup> DAY OF SEPTEMBER, 2003 BETWEEN

PETER A. BERNAL, JENNIFER A. BERNAL,

GARY J. LADEN AND SANDRA M. LADEN

AND

TCF NATIONAL BANK

### LEGAL DESCRIPTION

UNITS 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207 AND 208 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 151<sup>ST</sup> STREET CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 96519831, IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4741 West 151<sup>st</sup> Street Oak Forest, Illinois 60452

P.I.N.:	28-15-100-036-1001	28-15-100-036-1009
	28-15-100-036-1002	28-15-100-036-1010
	28-15-100-036-1003	28-15-100-036-1011
	28-15-100-036-1004	28-15-100-036-1012
	28-15-100-036-1005	28-15-100-036-1013
	28-15-100-036-1006	28-15-100-036-1014
	28-15-100-036-1007	28-15-100-036-1015
	28-15-100-036-1008	28-15-100-036-1016



PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK  
6353 West Fifty-Fifth Street  
Chicago, IL 60638  
Attn: Commercial Lending Department

**UNOFFICIAL COPY****EXHIBIT B**

To

**FIRST AMENDMENT TO MORTGAGE**DATED AS OF THIS **11<sup>TH</sup>** DAY OF **SEPTEMBER, 2003** BETWEEN**PETER A. BERNAL, JENNIFER A. BERNAL,**  
**GARY J. LADEN AND SANDRA M. LADEN**

AND

**TCF NATIONAL BANK****CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this **11<sup>th</sup>** day of **SEPTEMBER, 2003** and is incorporated into and shall be deemed to amend and supplement the **FIRST** Amendment to Mortgage ("**FIRST** Amendment") of the same date given by the undersigned (the "Mortgagor") to secure Mortgagor's Note to TCF National Bank (the "Mortgagee") of the same date and covering the Premises described in the Mortgage and located at:

4741 West 151<sup>st</sup> Street, Oak Forest, Illinois 60452

The Premises includes 16 units in a condominium project, together with an undivided interest in the common elements thereof, known as:

**151<sup>st</sup> STREET CONDOMINIUM**

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to Premises for the benefit or use of its members or shareholders, the Premises also includes Mortgagor's interest in the Owners Association and the dues, proceeds and benefits of Mortgagor's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants, and agreements made in the Mortgage, Mortgagor and Mortgagee further covenant and agree as follows:

**A. Condominium Obligations.** Mortgagor shall perform all of Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration of Condominium Ownership dated June 27, 1996 and recorded July 8, 1996 as document 96-519831 or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with an insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Mortgagee and which provides insurance coverage in the amounts, for the periods, and against the hazards Mortgagee requires, including fire and hazards included within the term "extended coverage," then:

(i) Mortgagee waives the provision in paragraph 4.10 (b) of the Mortgage for the monthly payment to Mortgagee of one-twelfth of the yearly premium installments for hazard insurance on the Premises; and

(ii) Mortgagor's obligation under paragraph 4.5 of the Mortgage to maintain hazard insurance coverage on the Premises is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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Mortgagor shall give Mortgagee prompt notice of any lapse in required hazard insurance coverage, as required herein and in the Mortgage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Premises, whether to the unit or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the sums secured by the Mortgage, with any excess paid to Mortgagor.

**C. Public Liability Insurance.** Mortgagor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Premises, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Such proceeds shall be applied by Mortgagee to the sums secured by the Mortgage and as determined by the Mortgagee in its sole discretion.

**E. Mortgagee's Prior Consent.** Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Premises or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Mortgagee;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Mortgagee.

**F. Remedies.** If Mortgagor does not pay condominium dues and assessments when due, then Mortgagee may pay such dues and assessments. Any amounts disbursed by Mortgagee under this paragraph F shall become additional debt of Mortgagor secured by the Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and provisions contained in this Condominium Rider.

  
\_\_\_\_\_  
PETER A. BERNAL

  
\_\_\_\_\_  
JENNIFER A. BERNAL

  
\_\_\_\_\_  
GARY J. LADEN

  
\_\_\_\_\_  
SANDRA M. LADEN