

UNOFFICIAL COPY

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



Doc#: 0401520183
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 01/15/2004 09:22 AM Pg: 1 of 3

P.N.T.N.

This space reserved for Recorder's use only.

This **FIRST** Amendment to Mortgage ("**FIRST** Amendment") is dated as of this **3RD** day of **NOVEMBER, 2003**, and is made between **DON BRZOZOWSKI**, a married man*, and **JANUSZ SZCZEPANIEC**, a married man*, whose address is **2013 JUDD STREET, DARIEN, ILLINOIS 60561** ("Mortgagor") and TCF National Bank, a national banking association ("Mortgagee"), with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527. 3/10/04

*THIS IS NOT HOMESTEAD PROPERTY

UNDERSTANDINGS

1. The Mortgagor executed a Mortgage in favor of the Mortgagee dated as of **JUNE 25TH, 2002** and recorded **AUGUST 6TH, 2002** as document number **0020858806** 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 **TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED AND 00/100 Dollars (\$214,400.00)**, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on **JULY 10TH, 2017**. As of the date hereof, the outstanding principal balance due is **TWO HUNDRED TEN THOUSAND TWO HUNDRED FOURTEEN AND 02/100 Dollars (\$210,214.02)**.
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. The Bank, as of the date hereof, has advanced the additional principal amount of **THIRTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND 98/100 Dollars (\$37,785.98)** ("Additional Advance"). Pursuant to the Additional Advance, the outstanding principal balance of the Note and Mortgage are hereby increased to **TWO HUNDRED FORTY-EIGHT THOUSAND AND 00/100 Dollars (\$248,000.00)**.

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3. 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:

Don Brzozowski
DON BRZOZOWSKI
Janusz Szczepaniec
JANUSZ SZCZEPANIEC

MORTGAGEE:

TCF NATIONAL BANK
BY: Mark S. Holladay
MARK S. HOLLADAY
ITS: **REAL ESTATE LOAN OFFICER**
BY: Norene A. Medows
NORENE A. MEDOWS
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 **DON BRZOZOWSKI** and **JANUSZ SZCZEPANIEC**, 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 3RD day of NOVEMBER, 2003.

My Commission Expires: 8-11-05

Barbara Kaminski
Notary Public
"OFFICIAL SEAL"
BARBARA KAMINSKI
Notary Public, State of Illinois
My Commission Expires 08/11/05

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 **MARK S. HOLLADAY** and **NORENE A. MEDOWS**, as **REAL ESTATE LOAN OFFICER** 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 3RD day of NOVEMBER, 2003.

My Commission Expires: 8-11-05

Barbara Kaminski
Notary Public

"OFFICIAL SEAL"
BARBARA KAMINSKI
Notary Public, State of Illinois
My Commission Expires 08/11/05

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EXHIBIT A

To

FIRST AMENDMENT TO MORTGAGE

DATED AS OF THIS 3RD DAY OF NOVEMBER, 2003 BETWEEN

DON BRZOWSKI AND JANUSZ SZCEPANIEC

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

THE SOUTH 1/2 OF LOT 14 AND ALL OF LOT 15 IN BLOCK 3 IN PULLMAN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 2/3 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF MICHIGAN CITY ROAD IN COOK COUNTY, ILLINOIS

PIN: 29-12-321-056-0000

COMMONLY KNOWN AS: 643 JEFFERY, CALUMET CITY, ILLINOIS 60409

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
Commercial Lending Division
Attn: Ronald Bachurek
800 Burr Ridge Parkway
Burr Ridge, Illinois 60527