

# UNOFFICIAL COPY

**TCF NATIONAL BANK  
SEVENTH MORTGAGE  
MODIFICATION AGREEMENT**



Doc#: 0410446076  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 04/13/2004 09:53 AM Pg: 1 of 5

PREPARED BY  
AND AFTER RECORDING MAIL TO:

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

This Seventh Mortgage Modification Agreement is dated as of March 1, 2004 and is between Marquette Bank f/k/a Marquette National Bank, Successor Trustee to TCF National Bank Illinois, as successor trustee by merger to Bank of Chicago/Garfield Ridge, not personally but as Trustee u/a dated March 21, 1991 and known as Trust Number 91-3-11 whose address is 6155 South Pulaski Road, Chicago, Illinois 60629 ("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

A. Mortgagor executed a Mortgage in favor of Mortgagee dated as of February 18, 1998 and recorded March 13, 1998, with the Cook County, Illinois Recorder of Deeds as Document No. 98200315 ("Mortgage") encumbering the real estate described on Exhibit A, attached hereto and made a part hereof.

B. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a promissory note in the original principal amount of \$100,000.00 dated February 18, 1998, payable to Mortgagee and executed jointly and severally by Mortgagor (the "Note"). The Note was modified by that certain First Note Modification Agreement, dated as of January 27, 1999 (the "First Note Modification"), which, among other things, amended the maturity date of the Note from March 15, 1999 to December 1, 1999; modified again by that certain Second Note Modification Agreement dated December 1, 1999 (the "Second Modification"), which, among other things, amended the maturity date from December 1, 1999 to February 1, 2000; modified again by that certain Third Note Modification Agreement dated February 1, 2000 (the "Third Modification"), which among other things, amended the maturity date from February 1, 2000 to February 1, 2001; and modified again by that certain Fourth Note Modification Agreement dated February 1, 2001 (the, "Fourth Modification"), which among other things, amended the maturity date from February 1, 2001 to February 1, 2002 ; modified again by that certain Fifth Note Modification Agreement dated February 1, 2002 (the, "Fifth Modification"), which among other things, amended the maturity date from February 1, 2002 to March 1, 2003 and modified again by that certain Sixth Note Modification Agreement dated March 1, 2003 (the, "Sixth Modification"), which among other things, amended the maturity date from March 1, 2003 to March 1, 2004.

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C. The Mortgage was modified by that certain First Mortgage Modification Agreement executed by and between the Mortgagor and the Mortgagee, dated as of January 27, 1999 and recorded on February 9, 1999, with the Cook County, Illinois Recorder of Deeds as Document No. 99135901 (the "First Mortgage Modification") which, among other things, extended the maturity date of the Mortgage from March 15, 1999 to December 1, 1999; modified again by that certain Second Mortgage Modification Agreement dated as of December 1, 1999 and recorded January 11, 2000, with the Cook County, Illinois Recorder of Deeds as Document No. 00026713 (the "Second Modification"), which, among other things, amended the maturity date from December 1, 1999 to February 1, 2000; modified again by that certain Third Mortgage Modification Agreement dated February 1, 2000 and recorded March 28, 2000, with the Cook County, Illinois Recorder of Deeds as Document No. 00216951 (the "Third Modification"), which, among other things, amended the maturity date from February 1, 2000 to February 1, 2001; modified again by that certain Fourth Mortgage Modification Agreement dated February 1, 2001 and recorded March 20, 2001, with the Cook County, Illinois Recorder of Deeds as Document No. 0010220165 (the "Fourth Mortgage Modification"), which, among other things, amended the maturity date from February 1, 2001 to February 1, 2002.; modified again by that Fifth Mortgage Modification Agreement dated February 1, 2002 and recorded May 24, 2002, with the Cook County, Illinois Recorder of Deeds as Document No. 20591385 (the, "Fifth Mortgage Modification"), which among other things, amended the maturity date from February 1, 2002 to March 1, 2003 and modified again by that Sixth Mortgage Modification Agreement dated March 1, 2003 and recorded April 24, 2003, with the Cook County, Illinois Recorder of Deeds as Document No. 0311446104 (the, "Sixth Mortgage Modification"), which among other things, amended the maturity date from March 1, 2004 to March 1, 2005.

D. The principal balance of the Note is due and payable on March 1, 2004. As of the date hereof, the outstanding principal balance due is \$89,113.84.

E. Mortgagor wishes to amend the terms of the Note and Mortgage, and Mortgagee is willing to do so.

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


1. The Maturity Date, as defined in the Mortgage (as amended), is hereby changed to **March 1, 2005**. All references contained in the Mortgage, as amended, to the phrase "March 1, 2004", are hereby deleted in their entirety and replaced with the phrase "**March 1, 2005**".

2. Except as amended hereby, and in all other respects, the Mortgage shall remain unchanged and in full force and effect, including without limitation, adjustments of the interest rate as described in the Note.

3. In all other respects, the Mortgage shall remain unchanged and in full force and effect.

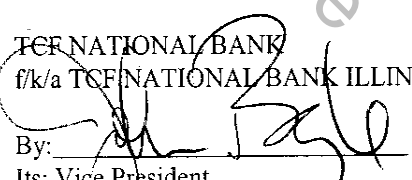
SIGNED AND DELIVERED IN Burr Ridge, Illinois by the parties hereto as of the day and year written above.

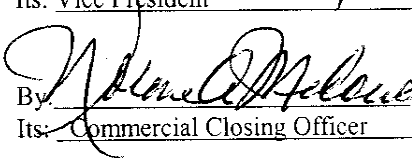
MORTGAGOR:

  
 \_\_\_\_\_  
 Dewey D. Suster

MORTGAGEE:

TCF NATIONAL BANK  
 f/k/a TCF NATIONAL BANK ILLINOIS

By:   
 Its: Vice President

By:   
 Its: Commercial Closing Officer

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Marquette Bank f/k/a  
Marquette National Bank Successor Trustee  
to TCF National Bank Illinois, as successor trustee  
to Bank of Chicago Garfield Ridge, not personally,  
but as Trustee u/a dated March 21, 1991 and known  
as Trust Number 91-3-11

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

By: [Signature]  
Its: Land Trust Officer / Ass. N.P.

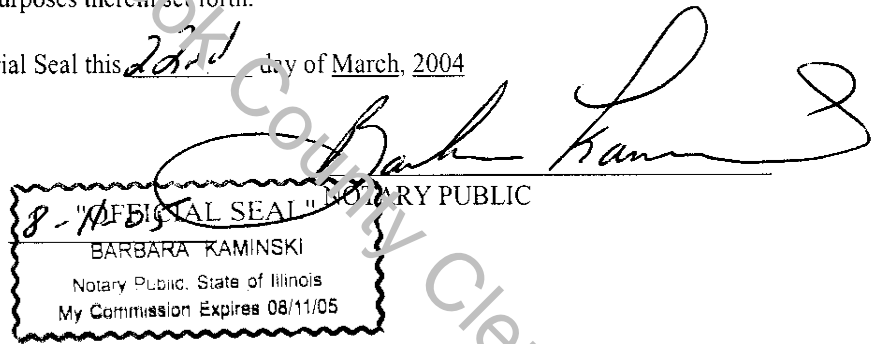
By: [Signature]  
Its: Asst. Sec.

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Dewey D. Suster, 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 to me that he signed and delivered said instruments as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of March, 2004

MY COMMISSION EXPIRES:



STATE OF ILLINOIS

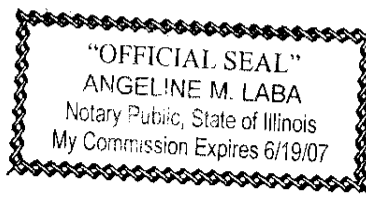
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of Marquette Bank f/k/a Marquette National Bank, a national banking association, as trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own 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 26th day of March, 2004.

Angeline M. Laba  
NOTARY PUBLIC

My Commission Expires: 6/19/2007



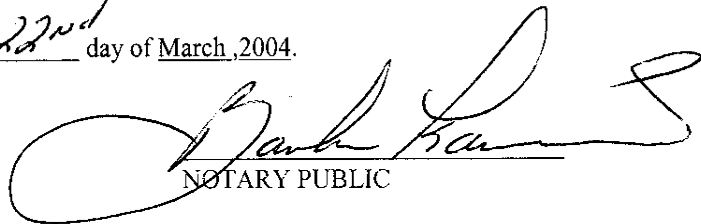
# UNOFFICIAL COPY

STATE OF ILLINOIS

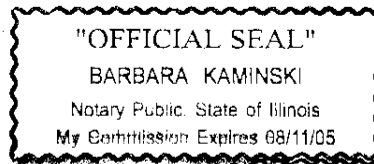
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John E. Boyle 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 thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22<sup>nd</sup> day of March, 2004.

  
NOTARY PUBLIC

My Commission Expires: 8-11-05



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EXHIBIT A  
TO SEVENTH MORTGAGE MODIFICATION AGREEMENT  
DATED AS OF MARCH 1, 2004  
BETWEEN MARQUETTE BANK F/K/A MARQUETTE NATIONAL BANK, SUCCESSOR TRUSTEE TO TCF NATIONAL BANK ILLINOIS, AS SUCCESSOR TRUSTEE BY MERGER TO BANK OF CHICAGO/GARFIELD RIDGE, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED MARCH 21, 1991 AND KNOWN AS TRUST NUMBER 91-3-11 AS MORTGAGOR  
AND TCF NATIONAL BANK, AS MORTGAGEE

## LEGAL DESCRIPTION OF REAL ESTATE

### PARCEL 1:

LOT 12 IN BLOCK 8 IN KRALOVEC AND KASPER'S SUBDIVISION OF THE EAST ½ OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 44 ACRES THEREOF) OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2328 SOUTH KEDZIE AVENUE, CHICAGO, ILLINOIS  
PIN: 16-26-215-031-0000

### PARCEL 2:

THE NORTH 7 FEET OF LOT 7 AND THE SOUTH 23 FEET OF LOT 9 IN BLOCK 5 IN KING, SCOTT AND WILSON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2349 SOUTH DRAKE AVENUE, CHICAGO, ILLINOIS  
PIN: 16-26-209-018-0000

This document was prepared by and  
after recording return to:  
Barbara Kaminski  
TCF National Bank  
800 Burr Ridge Parkway  
Burr Ridge, Illinois 60527  
630/986-1000