

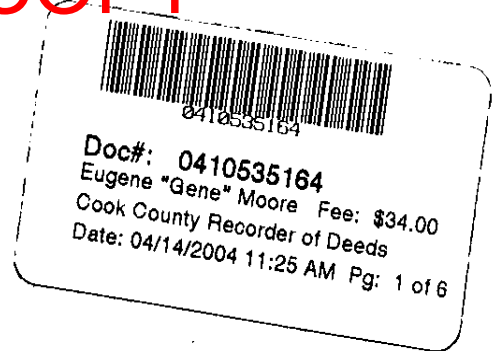
81291688
016
1 of 1

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

63646



This space reserved for Recorder's use only.

This First Amendment to Mortgage ("First Amendment") is dated as of this 31st day of March, 2004, and is made between Western Springs National Bank and Trust, not personally but as trustee under trust agreement dated December 6, 1996 and known as Trust Number Number 3564 (as to parcels 1 and 2) and Western Springs National Bank and Trust, not personally but as trustee under trust agreement dated October 30, 2000 and known as Trust Number 3844 (as to parcel 3) whose address is 4155 Wolf Road, Western Springs, Illinois 60558 ("Mortgagor") 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 June 24, 2003 and recorded July 17, 2003 as document number 0319805195 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 an aggregate indebtedness, obligations and liabilities of Mortgagor pursuant to certain Notes in the original aggregate principal amount of One Million Five Hundred Eighty Five Thousand and 00/100 Dollars (\$1,585,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor ("Notes").
3. The aggregate principal balance of the Notes is due and payable on July 10, 2013. As of the date hereof, the aggregate outstanding principal balance due is One Million Five Hundred Sixty Six Thousand Twenty Two and 47/100 Dollars (\$1,566,022.47).
4. Mortgagor wishes to amend the terms of the Notes 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 the Mortgagor has requested a principal increase of Note A of Fifty Nine Thousand One Hundred Eighty One and 35/100 Dollars (\$59,181.35), and the Mortgagee has advanced this amount as of the date hereof in favor of the Mortgagor.
2. Pursuant to this First Amendment, the second paragraph on page one (1) and continuing on page two (2) of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

BOX 333-CT

UNOFFICIAL COPY

“Whereas, this mortgage secures an aggregate indebtedness in the principal amount of One Million Six Hundred Forty Four Thousand One Hundred Eighty One and 35/100 Dollars (\$1,644,181.35) (“Loan Amount”) which Loan Amount is evidenced by the following: a promissory note dated June 24th, 2003 in the principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) which Note was amended by that First Note Modification A agreement dated March 31, 2004, which among other things advanced an additional amount of Fifty Nine Thousand One Hundred Eighty One and 35/100 Dollars (\$59,181.35) and increased the face amount of the Note to Six Hundred Fifty Two Thousand and 00/100 Dollars (\$652,000.00) (“Note A”); a promissory note dated June 24th, 2003 in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (“Note B”); and a promissory note dated June 24th, 2003 in the principal amount of Four Hundred Eighty Five Thousand and 00/100 Dollars (\$485,000.00) (“Note C”); (hereinafter, jointly and severally, Note A, Note B and Note C 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 Maturity Date (as defined in the Notes) 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.”

3. That the following paragraph is hereby inserted immediately after the second (2nd) paragraph on page one (1) of the Mortgage:

“CROSS COLLATERALIZATION: In addition to the Note, this Mortgage secures all obligations, debts, and liabilities, plus interest thereon, of Mortgagor and Beneficiary to Mortgagee, or any one or more of them, as well as all claims by Mortgagee against Mortgagor and Beneficiary or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Mortgagor and Beneficiary may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.”

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

[SIGNATURE PAGE TO FOLLOW]

UNOFFICIAL COPY

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

MORTGAGOR:

MORTGAGEE:

(AS TO PARCELS 1 AND 2)

**WESTERN SPRINGS NATIONAL BANK AND TRUST,
Not personally but as trustee under Trust Agreement dated
December 6th, 1996 and known as Trust Number 3564**
Note trustee's exculpatory exhibit
attached hereto and expressly

TCF NATIONAL BANK

By: made a part hereof
Its: _____

By: Mark S. Holladay
Mark S. Holladay
Its: Assistant Vice President

By: _____
Its: _____

By: Norene Meadows
Norene Meadows
Its: Commercial Closing Officer

(AS TO PARCEL 3)

**WESTERN SPRINGS NATIONAL BANK AND TRUST,
Not personally but as trustee under Trust Agreement dated
October 30, 2000 and known as Trust Number 3844**

By: _____
Its: Note trustee's exculpatory exhibit
attached hereto and expressly

By: made a part hereof
Its: _____

UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of Western Springs National Bank and Trust, a(n) _____ and _____ of said corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____ and _____ did also then and there acknowledge that he/she/they, as custodian(s) of the corporate seal of said corporation, affixed the said corporate seal of said corporation, to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2004.

My Commission Expires:

SEE ATTACHED

Notary Public

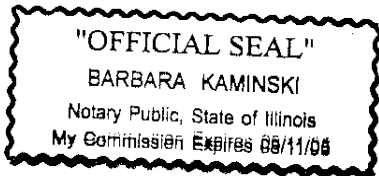
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

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 Assistant 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 3/17 day of March, 2004.

My Commission Expires: 8-11-05

Barbara Kaminski
Notary Public



UNOFFICIAL COPY

TRUSTEE'S EXCULPATORY EXHIBIT

This **FIRST AMENDMENT to MORTGAGE** is executed by the **WESTERN SPRINGS NATIONAL BANK and Trust**, not personally, but as Trustee under a Trust Agreements dated **December 6, 1996, and October 30, 2000**, and known as **Trust Nos. 3564 and 3844, respectively**, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the **WESTERN SPRINGS NATIONAL BANK and TRUST**, personally to pay the said obligation or any interest that may accrue therein, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the **WESTERN SPRINGS NATIONAL BANK and TRUST**, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Trust Officer, this **31st day of March, 2004**.



WESTERN SPRINGS NATIONAL BANK and TRUST

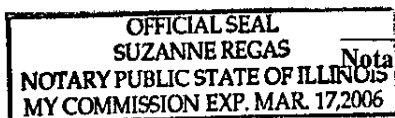
By: 
DANIEL N. WLODEK
Vice-President & Trust Officer

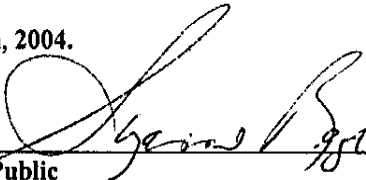
Attest: 
VANCE E. HALVORSON/Vice-President

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 the above named Vice-President & Trust Officer and Vice-President of the **WESTERN SPRINGS NATIONAL BANK and TRUST**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President & Trust Officer and Senior Vice-President & Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Vice-President & Trust Officer then and there acknowledged that said Vice-President & Trust Officer, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Vice-President & Trust Officer's own 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 31st day of **March, 2004**.




Notary Public

UNOFFICIAL COPY

EXHIBIT A

To

FIRST AMENDMENT TO MORTGAGE

DATED AS OF THIS 31ST DAY OF MARCH, 2004 BETWEEN

Western Springs National Bank and Trust,
not personally but as Trustee under Trust Agreement dated December 6th, 1996
and known as trust number 3564 (as to parcels 1 and 2)

AND

Western Springs National Bank and Trust,
not personally but as Trustee under Trust Agreement dated October 30th, 2000
and known as Trust Number 3844 (as to parcel 3)

AND

TCF NATIONAL BANK

Legal Description

PARCEL 1:

LOTS 23, 24 AND THAT PART OF LOT 25, LYING SOUTHWESTERLY OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 25 TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT, 20.67 FEET NORTHEASTERLY (AS MEASURED ALONG SAID NORTHWESTERLY LINE) OF THE MOST WESTERLY CORNER OF LOT 25 IN STALWART MANOR, BEING A RESUBDIVISION IN THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-16-213-044-0000

COMMONLY KNOWN AS: 9709 LORRAINE, COUNTRYSIDE, ILLINOIS 60525

PARCEL 2:

LOTS 17 AND 18 IN BLOCK 7 IN KOMAREK'S WEST 22ND STREET SUBDIVISION IN THE WEST ½ OF THE NORTHEAST ¼ AND IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-27-208-030-0000

COMMONLY KNOWN AS: 2301 SOUTH 17TH AVENUE, LYONS, IL 60546

PARCEL 3:

LOT 2 OF DAMIR AND VELIMIR SUBDIVISION OF PART OF THE NORTHWEST ¼ (LYING NORTH OF OGDEN AVENUE) OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-01-100-072-0000

COMMONLY KNOWN AS: 7840 WEST OGDEN AVENUE, LYONS, ILLINOIS 60534