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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
61973 + # 61967



Doc#: 0410535165
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 04/14/2004 11:26 AM Pg: 1 of 5

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 u/t/a dated December 6, 1996 and known as Trust Number Number 3561, whose address is 4456 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 April 16, 2003 and recorded March 22, 2004 as document number 0408235157 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 Sixty Thousand and 00/100 Dollars (\$1,560,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor ("Notes").
3. The aggregate principal balance of the Notes is due and payable on April 15, 2012. As of the date hereof, the aggregate outstanding principal balance due is One Million Five Hundred Thirty Three Thousand Seven Hundred Fifty Five and 93/100 Dollars (\$1,533,755.93).
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 an aggregate principal increase of Notes B and C of One Hundred Sixteen Thousand Seven Hundred Eighty Three and 84/100 Dollars (\$116,783.84), 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

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"Whereas, this mortgage secures an aggregate indebtedness in the principal amount of One Million Six Hundred Seventy Six Thousand Seven Hundred Eighty Three and 84/100 Dollars (\$1,676,783.84) ("Loan Amount") which Loan Amount is evidenced by the following: a promissory note dated April 16, 2003 in the principal amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) ("NOTE A"); a promissory note dated April 16, 2003 in the principal amount of Three Hundred Eighty Thousand and 00/100 Dollars (\$380,000.00), which Note was amended by that First Note Modification Agreement dated March 31, 2004, which among other things advanced an additional amount of Fifty Eight Thousand Three Hundred Ninety One and 92/100 Dollars (\$58,391.92) and increased the face amount of the Note to Four Hundred Thirty Two Thousand and 00/100 Dollars (\$432,000.00) ("NOTE B"); and a promissory note dated April 16, 2003 in the principal amount of Three Hundred Eighty Thousand and 00/100 Dollars (\$380,000.00) which Note was amended by that First Note Modification Agreement dated March 31, 2004, which among other things advanced an additional amount of Fifty Eight Thousand Three Hundred Ninety One and 92/100 Dollars (\$58,391.92) and increased the face amount of the Note to Four Hundred Thirty Two Thousand and 00/100 Dollars (\$432,000.00) ("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 the 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:

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

By: made a part hereof

Its: _____

By: _____

Its: _____

STATE OF ILLINOIS)

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.

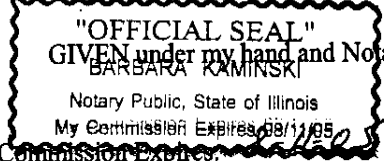
My Commission Expires: _____

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.



My Commission Expires: _____

GIVEN under my hand and Notarial Seal this 3/5 day of March, 2004.

MARCH

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 Agreement dated **December 6, 1996**, and known as **Trust No. 3564**, 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

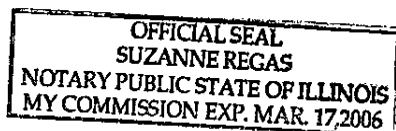
Attest: _____

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

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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 6, 1996 AND KNOWN
AS TRUST NUMBER3564

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

PARCEL ONE:

LOT 83 IN F.E. BARTLETT'S HARLEM AVENUE AND 71ST STREET FARMS IN THE EAST ½ OF THE NORTHEAST ¼, (EXCEPT THE EAST 50.00 FEET THEREOF) OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-25-204-033-0000

Commonly known as: 7315 West 1st Street, Bridgeview, Illinois 60455

PARCEL TWO:

LOT 25 (EXCEPT THE EAST 17 FEET THEREOF) AND (EXCEPT THE NORTH 200 FEET THEREOF) IN ROBERT BARTLETT'S WOODLANDS PARK, BEING A SUBDIVISION IN THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-35-309-018-0000

Commonly known as: 8424 West 87th Street, Hickory Hills, Illinois 60457

PARCEL THREE:

THE SOUTH 100 FEET OF THE NORTH 200 FEET (EXCEPT THE EAST 17 FEET THEREOF) OF LOT 25 IN ROBERT BARTLETT'S WOODLANDS PARK, A SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT REGISTERED AS DOCUMENT LR900016, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-35-309-017-0000

Commonly Known as: 8635 South 84th Court Hickory Hills, Illinois 60457