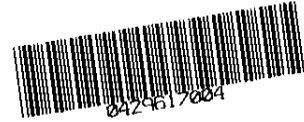


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Doc#: 0429617004
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 10/22/2004 08:27 AM Pg: 1 of 4

TCF NATIONAL BANK SECOND 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

#57197

This space reserved for Recorder's use only.

This Second Amendment to Mortgage ("Second Amendment") is dated as of July 31, 2004, and is made between Rudolph R. Shubert and Sylvia A. Shubert, his wife, whose address is 914 South Tower Lane, Mt. Prospect, Illinois 60056 ("Mortgagor") and TCF National Bank, a national banking association ("Mortgagee"), with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527.

P.N.T.N.

UNDERSTANDINGS

1. The Mortgagor executed a Mortgage in favor of the Mortgagee dated as of October 25, 2002 and recorded November 27, 2002, as document number 0021314407 and a First Amendment to Mortgage dated May 10, 2004 and recorded June 22, 2004 as document number 0417446157 ("First Amendment") 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 Seventy Thousand and 00/100 Dollars (\$270,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor ("Note"). The Note was amended and restated by that certain Promissory Note dated July 31, 2004 in the principal amount of Two Hundred Seventy Thousand and 00/100 Dollars (\$270,000.00) and issued in replacement of, but not repayment of, the Note. The terms and conditions of the Note and the Amended and Restated Note are hereby fully incorporated by reference to the Mortgage, as amended hereby.
3. The principal balance of the Note is due and payable on July 31, 2004. As of the date hereof, the outstanding principal balance due is \$270,000.00.
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. As of the date of this Second Amendment, the Mortgagor shall pay to the Mortgagee a principal reduction on the Note in the amount of Forty Thousand and 00/100 Dollars (\$40,000.00), which amount shall be applied to the outstanding principal balance due under the Note. Upon receipt by the Mortgagee of the principal reduction

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described herein, the outstanding principal balance due under the Note shall be Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00).


2. That the Maturity Date (as such term is defined in the Note) shall be changed from July 31, 2004 to August 10, 2009. All references in the Note and the Mortgage to the phrase "July 31, 2004" are hereby deleted in their entirety and replaced with the phrase "August 10, 2009", and the phrase "Maturity Date" shall be amended to be defined as August 10, 2009.

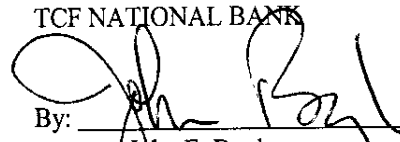
3. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect.

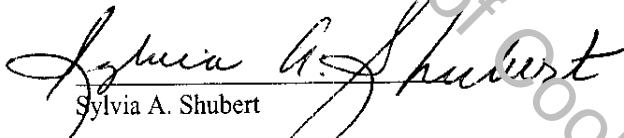
SIGNED AND DELIVERED IN Burr Ridge, Illinois by the parties hereto as of the day and year written above.


MORTGAGOR:

MORTGAGEE:


Rudolph R. Shubert
 Rudolph R. Shubert

TCF NATIONAL BANK
 By: 
John E. Boyle
 Its: Vice President

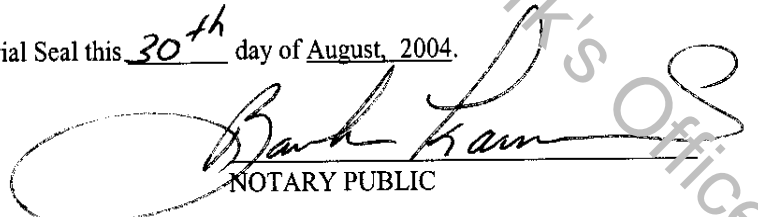

Sylvia A. Shubert
 Sylvia A. Shubert

By: 
Mary Simon
 Its: Vice President

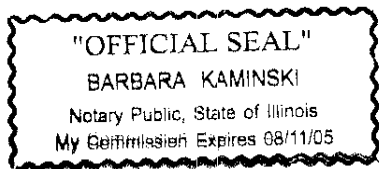
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Rudolph R. Shubert and Sylvia A. Shubert, 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 instruments as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of August, 2004.


 NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-11-05

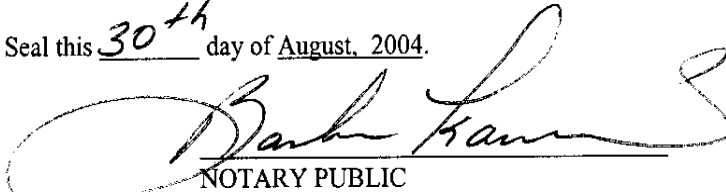


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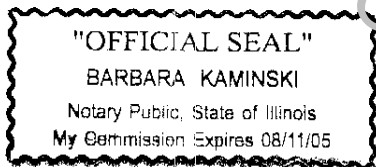
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John E. Boyle and Mary Simon, as Vice President and Vice President 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 30th day of August, 2004.


NOTARY PUBLIC

MY COMMISSION EXPIRES 8-11-05



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EXHIBIT A

To

SECOND AMENDMENT TO MORTGAGE

DATED AS OF JULY 31, 2004 BETWEEN

RUDOLPH R. SHUBERT AND SYLVIA A. SHUBERT

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

Parcel 1:

LOT 5 AND LOT 6 (EXCEPT THE EAST 17 FEET THEREOF) IN BLOCK 107 IN THE RESUBDIVISION OF FREDERICK H. BARTLETT'S 7TH ADDITION TO BARTLETT HIGHLANDS BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-13-218-017-0000 AND 18-13-218-018-0000

COMMONLY KNOWN AS: 5708-10 SOUTH HARLEM, SUMMIT, ILLINOIS 60501

PARCEL 2:

LOT 10 IN BLOCK 67 IN FREDERICK H. BARTLETT'S 5TH ADDITION TO BARTLETT HIGHLANDS, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 19-18-201-001-0000

COMMONLY KNOWN AS: 6725-27 WEST ARCHER AVENUE, CHICAGO, ILLINOIS 60638

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
COMMERCIAL LENDING DIVISION
800 BURR RIDGE PARKWAY
BURR RIDGE, ILLINOIS 60527