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## 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



Doc#: 0429933185  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 10/25/2004 01:18 PM Pg: 1 of 4

This space reserved for Recorder's use only.

This Second Amendment to Mortgage ("Second Amendment") is dated as of October 1, 2004, and is made between LaSalle Bank National Association, Successor Trustee to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 9, 1999 and known as Trust Number 125276-0-2, whose address is 135 South LaSalle Street, Suite 2500, Chicago, IL 60603 ("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 December 10, 2002 and recorded December 12, 2002, as document number 0021371684 and a First Amendment to Mortgage dated as of November 18, 2003 and recorded December 5, 2003 as document number 0333932104 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 \$1,000,000.00, payable to Mortgagee and executed jointly and severally by Mortgagor, which Note was amended by a First Note Modification Agreement November 18, 2003 ("First Amendment"), which among other things increased the face amount of the Note to \$1,123,000.00 and extended the maturity date to January 15, 2004; amended again by a Second Note Modification Agreement dated January 15, 2004 ("Second Amendment"), which among other things extended the maturity date to April 15, 2004; amended again by a Third Note Modification Agreement dated April 15, 2004 ("Third Amendment"), which among other things extended the maturity date to July 1, 2004; and amended again by a Fourth Modification Agreement to Promissory Note dated July 1, 2004 ("Fourth Amendment"), which among other things extended the maturity date to October 1, 2004 which has an outstanding principal balance of \$1,083,019.33 ("Note A").
3. The Mortgagor executed a Note in favor of the Mortgagee dated as of April 19, 2002 in the original principal amount of \$1,000,000.00, payable to Mortgagee and executed jointly and severally by Mortgagor, the principal balance of the Note is due and payable on May 10, 2011. As of the date hereof, the outstanding principal balance due is \$946,984.41 ("Note B") (Note A and Note B, collectively Note).

**WHEREAS**, the Mortgagor and Mortgagee desire to amend the Mortgage to confirm the lien of such Mortgage and the indebtedness secured thereby.

Box 400-CTCC

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**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 aforesaid recitals are incorporated into and made a part of this Second Amendment. All capitalized terms used in this Second Amendment shall have the same meanings as described and defined in the Mortgage and related Financing Documents.
2. That the second (2nd) paragraph of page one (1) is hereby deleted in its entirety, and the following is substituted in its place:

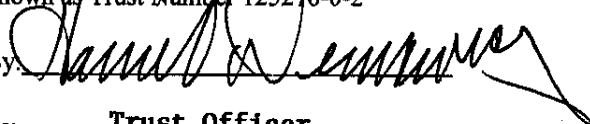
“Whereas, Mortgagor has executed a consolidation promissory note dated October 1, 2004 in the original principal amount of Two Million One Hundred Eight Thousand and 00/100 Dollars (\$2,108,000.00), payable to Mortgagee and due on November 1, 2014 (“Maturity Date”) together with any and all amendments 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 (“Note”). The Note 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. 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.

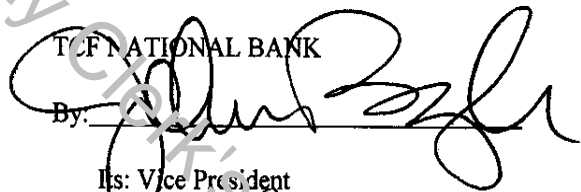
**MORTGAGOR:**

LaSalle Bank National Association, Successor Trustee, to American National Bank and Trust Company, not personally but as Trustee under Trust Agreement dated August 9, 1999 and known as Trust Number 125276-0-2

By:   
Its: Trust Officer

**MORTGAGEE:**

TCF NATIONAL BANK

By:   
Its: Vice President

By:   
Its: VICE PRESIDENT

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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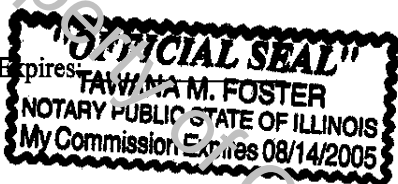
STATE OF ILLINOIS )  
 )ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Harriet Denisevicz Trust/Officer** of LaSalle Bank National Association, an association personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **Trust Officer**, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his or her own free and voluntary act, and as the free and voluntary act of said association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of October, 2004.

*Tawana M. Foster*  
Notary Public

My Commission Expires:



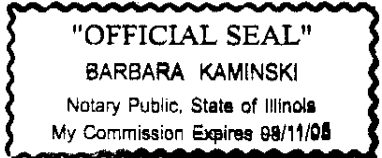
STATE OF ILLINOIS )  
 )ss.  
COUNTY OF COOK )

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 21st day of October, 2004.

*Barbara Kaminski*  
Notary Public

My Commission Expires: 8-11-05



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## EXHIBIT A

To

SECOND AMENDMENT TO MORTGAGE

DATED AS OF OCTOBER 1, 2004 BETWEEN

LaSalle Bank National Association, Successor Trustee to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 9, 1999 and known as Trust Number 125276-0-2

AND

**TCF NATIONAL BANK**

## **LEGAL DESCRIPTION**

LOTS 39 TO 46 IN J. A. YALE'S SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THAT PART OF LOT 38 IN J. A. YALE'S SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION TO CHICAGO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF KINGSBURY STREET AT THE NORTHWEST CORNER OF LOT 38; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 38, A DISTANCE OF 96.0 FEET; THENCE SOUTHEASTERLY 25.0 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 38, A DISTANCE OF 106.85 FEET WEST OF THE WEST LINE OF HALSTED STREET; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF LOT 39, A DISTANCE OF 89.06 FEET; THENCE NORTHWESTERLY ALONG KINGSBURY STREET, 25.0 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1234 N. HALSTED, CHICAGO, IL

P.I.N.: 17-05-225-015-0000, 17-05-225-016-0000, 17-05-225-017-0000  
17-05-225-018-0000, 17-05-225-019-0000

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