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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 01/28/2005 08:36 AM Pg: 1 of 5

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

80-43-041 L

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This Second Amendment to Mortgage ("Second Amendment") is dated as of December 10, 2004, and is made between Chicago Title Land Trust Company, Successor Trustee to Fifth Third Bank, Successor Trustee to Old Kent Bank, Successor Trustee to First National Bank of Evergreen Park, not personally but as Trustee under Trust Agreement dated January 4, 1985 and known as Trust Number 8265, whose address is 8659 West 95th Street, Hickory Hills, Illinois 60457 ("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 July 1, 2002 and recorded July 18, 2002, as document number 0020785482 and a First Amendment to Mortgage dated as of November 15, 2002 and recorded as document number 0030128625 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, Beneficiary or any subsidiary or affiliate of Beneficiary, pursuant to a promissory note in the original principal amount of (\$3,000,000.00), and subsequently modified by that certain First Note Modification Agreement dated November 15, 2002, that certain Second Note Modification Agreement dated November 15, 2003, that certain Third Note Modification Agreement dated February 15, 2004, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note"). The beneficiary has executed an Application and Agreement for Irrevocable Standby Letter of Credit Number 04-005 in the amount of \$50,000.00 dated March 1, 2004, payable to Mortgagee.
3. The principal balance of the Note is due and payable on February 15, 2005. As of the date hereof, the outstanding principal balance due is \$1,651,400.00.
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. The Mortgagee, as of the date hereof, has increased the Credit Line (as such term is defined and described in the Note) to Ten Million and 00/100 Dollars (\$10,000,000.00). Pursuant to the Credit Line increase, the

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principal amount secured by the Mortgage is increased to Ten Million Thousand and 00/100 Dollars (\$10,000,000.00).

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, the Mortgage secures the indebtedness, obligations and liabilities of Mortgagor, Beneficiary or any subsidiary or affiliate of Beneficiary, pursuant to a promissory note dated July 1, 2002 in the original principal amount of (\$3,000,000.00), and subsequently modified by that certain First Note Modification Agreement dated November 15, 2002, that certain Second Note Modification Agreement dated November 15, 2003, that certain Third Note Modification Agreement dated February 15, 2004, payable to Mortgagee and executed jointly and severally by Mortgagor and due on June 30, 2005 ("Maturity Date"). The beneficiary has executed an Application and Agreement for Irrevocable Standby Letter of Credit Number 04-005 in the amount of \$50,000.00 dated March 1, 2004, payable to Mortgagee, 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:

CHICAGO TITLE LAND TRUST COMPANY,
Successor Trustee to FIFTH THIRD BANK,
Successor Trustee to Old Kent Bank, Successor Trustee to
First National Bank of Evergreen Park,
NOT PERSONALLY but as Trustee, Under a Trust Agreement
dated January 4, 1985 and known as Trust Number 8265

By: **SEE ATTACHED EXCULPATORY**
Its: **CLAUSE FOR SIGNATURE** _____
Trust Officer

Attestation not required
pursuant to corporate by-laws.
By: _____
Its: _____ Trust Officer

MORTGAGEE:

TCF NATIONAL BANK

By: *J. T. Doering*
Jeffrey T. Doering
Its: Senior Vice President

By: *Mary Simon, V.P.*
Mary Simon
Its: Vice President

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 8265 ATTACHED TO AND MADE A PART OF THAT SECOND AMENDMENT TO MORTGAGE DATED 12/10/04 WITH TCF NATIONAL BANK.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 12/10/04

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally



By: [Signature]
Assistant Vice President

State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on 12/10/04

[Signature]
Notary Public



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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 _____ and _____ of CHICAGO TITLE LAND TRUST COMPANY, a corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ Land Trust Officer and _____ Land 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 acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____ Land Trust Officer did also then and there acknowledge that he, as custodian 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 December, 2004.

SEE ATTACHED

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS

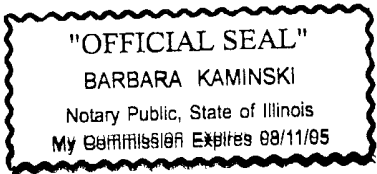
COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jeffrey T. Doering, as Senior Vice President and Mary Simon, as 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 15th day of December, 2004.

Barbara Kaminski

NOTARY PUBLIC



UNOFFICIAL COPY**EXHIBIT A**

To

SECOND AMENDMENT TO MORTGAGEDATED AS OF DECEMBER 10, 2004 BETWEEN

CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO FIFTH THIRD BANK, SUCCESSOR TRUSTEE TO OLD KENT BANK, SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF EVERGREEN PARK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 4, 1985 AND KNOWN AS TRUST NUMBER 8265

AND

TCF NATIONAL BANK**LEGAL DESCRIPTION**

PARCEL 1: UNIT NUMBERS 101, 102, 103, 104 IN EAGLE RIDGE II CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF LOT 1, IN EAGLE RIDGE SUBDIVISION PHASE ONE BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020706443; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: LOT 1 (EXCEPT THE NORTH 481.11 FEET THEREOF AS MEASURED ON THE EAST LINE THEREOF AND PERPENDICULAR THERETO) IN EAGLE RIDGE SUBDIVISION PHASE ONE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 10720 AND 10740 SOUTH WASHINGTON, OAK LAWN, ILLINOIS 60453

<u>PIN: 24-16-301-046-1001</u>	<u>Affects Unit 102</u>
<u>24-16-301-046-1009</u>	<u>Affect Unit 104</u>
<u>24-16-301-046-1013</u>	<u>Affects Unit 103</u>
<u>24-16-301-046-1021</u>	<u>Affects Unit 101</u>
<u>24-16-301-045-0000</u>	<u>Affects Parcel 2</u>

PREPARED BY AND AFTER RECORDING MAIL TO:

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Burr Ridge, Illinois 60527
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