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Doc#: 0503502451
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 02/04/2005 01:32 PM 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
#61967
#61973

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This Second Amendment to Mortgage ("Second Amendment") is dated as of this 14th day of January, 2005, 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 3564, 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 and a First Amendment to Mortgage dated as of March 31, 2004 and recorded as document number 0410535165 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), subsequently modified on March 31, 2004, payable to Mortgagee and executed jointly and severally by Mortgagor ("Notes").
3. The principal balance of Note "A" is due and payable on April 15, 2013; the principal balance of Note "B" and "C" are due and payable on April 15, 2014. As of the date hereof, the aggregate outstanding principal balance due is One Million Six Hundred Twenty-seven Thousand Nine Hundred Eighty-six and 60/100 Dollars (\$1,627,986.65).
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 on Notes B and C of Fifty-two Thousand Two Hundred Sixteen and 86/100 Dollars (\$52,216.86), and concurrent with the execution and delivery hereof, the Mortgagee will advance this amount in favor of the Mortgagor.

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2. Pursuant to this Second 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:

"Whereas, this mortgage secures an aggregate indebtedness in the principal amount of One Million Six Hundred Eighty Thousand Two Hundred Three and 51/100 Dollars (\$1,680,203.51) ("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); and, which Note was amended by that Second Note Modification Agreement dated January 14, 2005, which among other things advanced an additional amount of Twenty-eight Thousand Six Hundred Eight and 43/100 Dollars (\$28,608.43) and increased the face amount of the Note to Four Hundred Fifty-five Thousand and 00/100 Dollars (\$455,000.00) ("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); and, which Note was amended by that Second Note Modification Agreement dated January 14, 2005, which among other things advanced an additional amount of Twenty-three Thousand Six Hundred Eight and 43/100 Dollars (\$23,608.43) and increased the face amount of the Note to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) ("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. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect.

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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 6, 1996 and known as Trust Number 3564

DANIEL N. WLODEK

By: [Signature] TRUST OFFICER

Its: [Signature]

By: [Signature]

Its: [Signature]

By: [Signature]

Its: [Signature]

By: [Signature]

Its: [Signature]

By: [Signature]

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MORTGAGEE:

TCF NATIONAL BANK

By: [Signature]

Mark S. Holladay

Its: Assistant Vice President

By: [Signature]

Mary Simon

Its: Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that
DANIEL N. WLODEK of Western Springs National Bank and Trust, a(n) NAT'L BANKING ASSOCIATION
and VANCE E. HALVORSON of said corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER
and 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 acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said TRUST OFFICER and ASSISTANT TRUST OFFICER 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 12/12 day of January, 2005.

My Commission Expires:

[Signature]
Notary Public



This instrument is executed by the Western Springs National Bank and Trust, Western Springs, Illinois, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the Western Springs National Bank and Trust, Western Springs, Illinois, are undertaken by it solely as Trustee, as aforesaid and not individually and no personal liability shall be asserted or be enforceable against the Western Springs National Bank and Trust, Western Springs, Illinois, by reason of any of the covenants, statements, representations or warranties contained in the instrument.

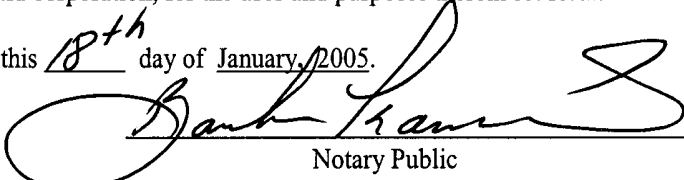
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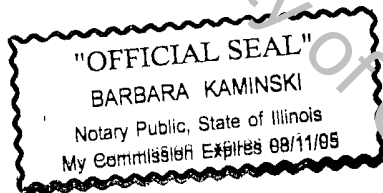
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Mark S. Holladay** and **Mary Simon**, as **Assistant 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 18th day of January, 2005.

My Commission Expires 8-11-05


Notary Public



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EXHIBIT A

To

SECOND AMENDMENT TO MORTGAGE

DATED AS OF THIS 14TH DAY OF JANUARY, 2005 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.H. 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 71st 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