

# UNOFFICIAL COPY

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Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 06/15/2005 01:18 PM Pg: 1 of 4

## 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

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This First Amendment to Mortgage ("First Amendment") is dated as of June 6, 2005, 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 January 20, 2005 and recorded February 15, 2005, as document number 0504633206 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 \$250,000.00, and subsequently modified by that certain First Note Modification Agreement dated June 6, 2005, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on January 20, 2006. As of the date hereof, the outstanding principal balance due is \$zero.
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 Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00). Pursuant to the Credit Line increase, the principal amount secured by the Mortgage is increased to Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00).
2. That the second (2nd) paragraph of page one (1) is hereby deleted in its entirety, and the following is

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C.T.I.C. 8264127 D2 KARSA (cc)

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substituted in its place:

Whereas, Mortgagor has executed a promissory note dated January 20, 2005 in the original principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and subsequently modified by that certain First Note Modification Agreement dated June 6, 2005, payable to Mortgagee and due on January 20, 2006 ("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 Par. 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, <sup>OF CHICAGO</sup> not personally but as Trustee under Trust Agreement dated August 9, 1999 and known as Trust Number 125276-0-2

By: Maurice Ouge  
Its: Trust Officer

Attestation not required by  
By: LaSalle Bank National Association  
Its: Illinois

**MORTGAGEE:**

TCF NATIONAL BANK

By: [Signature]  
John E. Boyle  
Its: Vice President

By: [Signature]  
Mary Simon  
Its: Vice President


This instrument is executed by LaSalle Bank National Association, 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 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 )  
                          ) DUPAGE )ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maureen Paige 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 9th day of June, 2005.

  
\_\_\_\_\_  
Notary Public

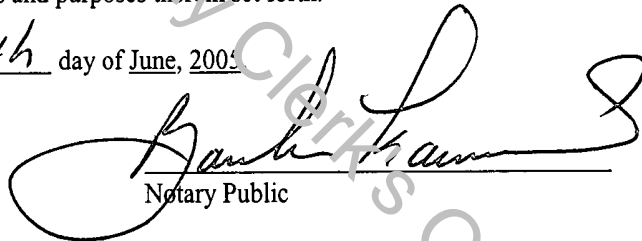
My Commission Expires: \_\_\_\_\_



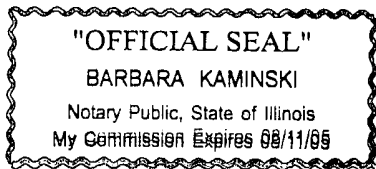
STATE OF ILLINOIS )  
                          )ss.  
COUNTY OF \_\_\_\_\_ )

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 6th day of June, 2005.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8-11-05



**UNOFFICIAL COPY****EXHIBIT A**

To

FIRST AMENDMENT TO MORTGAGEDATED AS OF JUNE 6, 2005 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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