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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#: 0523605000 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/24/2005 09:10 AM Pg: 1 of 4

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This **SECOND** Amendment to Mortgage ("**SECOND** Amendment") is dated as of this **AUGUST 18, 2005**, and is made between **PETER A. BERNAL, JENNIFER A. BERNAL, GARY J. LADEN and SANDRA M. LADEN, AS TO UNITS 101, 104, 105, 106, 107, 108, 202, 204, 205, 206, 207 and 208**, as described on Exhibit A hereto; **PETER A. BERNAL, JENNIFER A. BERNAL and SANDRA M. LADEN, AS TO UNITS 102, 103, 201 and 203**, as described on Exhibit A hereto; (jointly and severally, the "Mortgagor") (defined below) 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 **OCTOBER 16, 2000** and recorded **OCTOBER 31, 2000** as document number **00855647**, and a First Mortgage Modification Agreement dated as of **SEPTEMBER 11, 2003** and recorded **DECEMBER 11, 2003** as document number **0334501393** 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 **FIVE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$550,000.00)**, which was modified by that certain First Note Modification Agreement dated September 11, 2003 (the "First Modification"), payable to Mortgagee and executed jointly and severally by Mortgagor ("Note A"). The principal balance of the Note is due and payable on **NOVEMBER 10, 2015**. As of the date hereof, the outstanding principal balance due is **FIVE HUNDRED SIX THOUSAND FIVE HUNDRED THIRTY-FOUR AND 73/100 Dollars (\$506,534.73)**.
3. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a promissory note in the original principal amount of **TWO HUNDRED THOUSAND AND 00/100 Dollars (\$200,000.00)**, dated September 11, 2003, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note B"). The outstanding principal balance is **ZERO** and Note B is paid in full.
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:

STP File # 448029

2055 W. Army Trail Road, Suite 111
Addison, IL 60101
630-889-4000

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A. That the Mortgagor has requested an advance of additional principal to increase the face amount of the Note to Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00). Concurrent with the execution and delivery hereof, the Mortgagee will advance the amount of Two Hundred Forty-three Thousand Four Hundred Sixty-five and 27/100 Dollars (\$243,465.27) ("Additional Advance") in favor of the Mortgagor, which amount represents the difference between the current outstanding principal balance of the Note and the new principal amount of \$750,000.00.


B. That paragraph **TWO (2)** on page **ONE (1)** of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

Whereas, Mortgagor has executed a promissory note dated OCTOBER 16, 2000, in the original principal amount of FIVE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$550,000.00), amended by that First Note Modification dated September 11, 2003 ("First Modification") and amended by that Second Note Modification of even date herewith ("Second Modification") which among other things increased the face amount of the Note to SEVEN HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$750,000.00), payable to Mortgagee and due on AUGUST 10, 2015 ("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.

C. 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:



PETER A. BERNAL



JENNIFER A. BERNAL




GARY J. LADEN



SANDRA M. LADEN

MORTGAGEE:

TCF NATIONAL BANK

BY: 

JOON H. LEE
ITS: VICE PRESIDENT

BY: 

MARY SIMON
ITS: VICE PRESIDENT

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

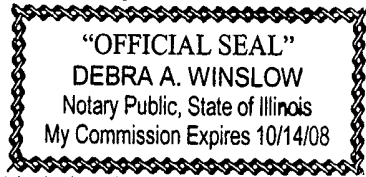
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **PETER A. BERNAL** and **JENNIFER A. BERNAL**, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of AUGUST, 2005.

My Commission Expires: 10-14-2008

Debra A. Winslow
Notary Public

STATE OF KENTUCKY)
)SS
COUNTY OF Jefferson)



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **GARY J. LADEN** and **SANDRA M. LADEN**, personally known to me to be the same person(s) 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 instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of AUGUST, 2005.

My Commission Expires: 6/20/06

Christina Brown
Notary Public

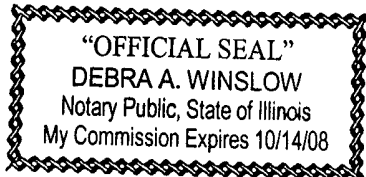
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **SALLY A. WORUM** and **NORENE A. MEDOWS**, as **VICE PRESIDENT** and **COMMERCIAL CLOSING OFFICER** 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 22nd day of AUGUST, 2005.

My Commission Expires: 10-14-2008

Debra A. Winslow
Notary Public



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EXHIBIT A

To

SECOND AMENDMENT TO MORTGAGE

DATED AS OF THIS **18TH** DAY OF **AUGUST, 2005** BETWEEN

PETER A. BERNAL, JENNIFER A. BERNAL,
GARY J. LADEN AND SANDRA M. LADEN

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

UNITS 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207 AND 208 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 151ST STREET CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 96519831, IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4741 West 151st Street, Oak Forest, Illinois 60452

P.I.N.	28-15-100-036-1001	28-15-100-036-1009
	28-15-100-036-1002	28-15-100-036-1010
	28-15-100-036-1003	28-15-100-036-1011
	28-15-100-036-1004	28-15-100-036-1012
	28-15-100-036-1005	28-15-100-036-1013
	28-15-100-036-1006	28-15-100-036-1014
	28-15-100-036-1007	28-15-100-036-1015
	28-15-100-036-1008	28-15-100-036-1016

PREPARED BY AND AFTER RECORDING MAIL TO:

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Burr Ridge, Illinois 60527
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