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Doc#: 0526354025 Fee: \$34.50
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 09/20/2005 10:40 AM Pg: 1 of 6

TCF NATIONAL BANK
First AMENDMENT
TO Commercial MORTGAGE,
Assignment of Rents, Security
Agreement And Financing Statement

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
 800 Burr Ridge Parkway
 Burr Ridge, Illinois 60527
 Attn: Commercial Lending Department

This space reserved for Recorder's use only.

This First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("First Amendment") is dated as of May 1, 2005, and is made between Steve Servant and Chris Coyne, whose address is 9316 Beaver Pond Court, Crystal Lake, Illinois 60014 ("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 October 31, 2003 and recorded February 4, 2004, as document number 0403546122 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 \$1,050,000.00, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on May 1, 2005. As of the date hereof, the outstanding principal balance due is \$908,951.93.
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:

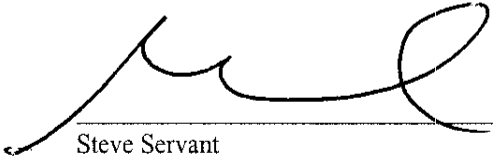
1. That the Maturity Date (as such term is defined in the Note) shall be changed from May 1, 2005 to February 1, 2006. All references in the Note and Mortgage to the phrase "May 1, 2005" are hereby deleted in their entirety and replaced with the phrase "February 1, 2006", and the phrase "Maturity Date" shall be amended to be defined as February 1, 2006.

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2. 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:

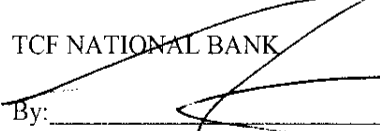


Steve Servant

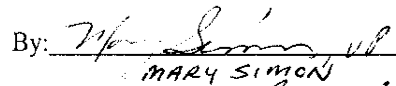
X

Chris Coyne

MORTGAGEE:

TCF NATIONAL BANK
By: 

Luke K. Oosterhouse
Its: Senior Vice President

By: 

MARY SIMON
Its: Vice President

SUBORDINATION OF ARTICLES OF AGREEMENT FOR DEED

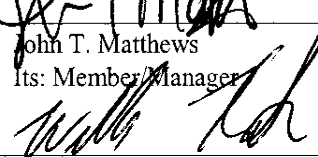
For value received, the undersigned as purchaser under those certain Articles of Agreement for Deed dated March 1, 2005 by and between the undersigned and the Mortgagor as seller (the "Articles of Agreement") does hereby acknowledge and agree with Mortgagee that the Articles of Agreement and all rights of the undersigned therein and all interest or estate of the undersigned in the real estate legally described on Exhibit A attached hereto or any portion thereof shall be subject and subordinate to the Mortgage, as modified herein, the lien of the Mortgage, as modified herein, and to all advances made or to be made and to any renewals, extensions, amendments, modifications, replacements or refinancing of the Mortgage, as modified herein.

Dated: May 26th, 2005

Sauk Trail Group LLC,
an Illinois limited liability company

By: 

John T. Matthews
Its: Member/Manager

By: 

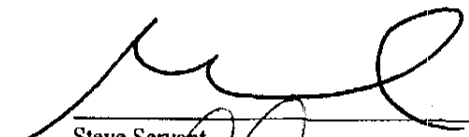
William Kanatas
Its: Member/Manager

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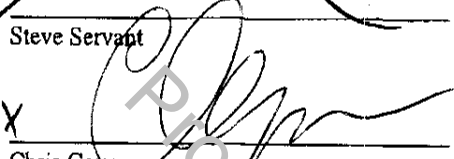
2. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect.

SIGNED AND DELIVERED IN Burr Ridge, Illinois by the parties hereto as of the day and year written above.

MORTGAGOR:



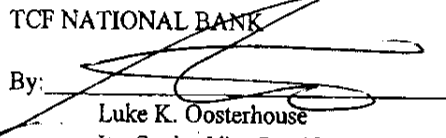
 Steve Servant

X 

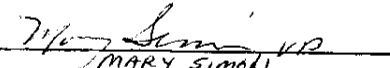
 Chris Coyne

MORTGAGEE:

TCF NATIONAL BANK

By: 

 Luke K. Oosterhouse
 Its: Senior Vice President

By: 

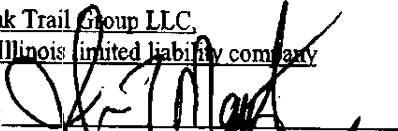
 MARY SIMON
 Its: Vice President

SUBORDINATION OF ARTICLES OF AGREEMENT FOR DEED

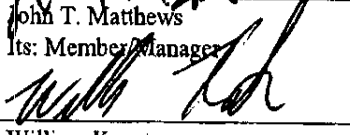
For value received, the undersigned as purchaser under those certain Articles of Agreement for Deed dated March 1, 2005 by and between the undersigned and the Mortgagor as seller (the "Articles of Agreement") does hereby acknowledge and agree with Mortgagee that the Articles of Agreement and all rights of the undersigned therein and all interest or estate of the undersigned in the real estate legally described on Exhibit A attached hereto or any portion thereof shall be subject and subordinate to the Mortgage, as modified herein, the lien of the Mortgage, as modified herein, and to all advances made or to be made and to any renewals, extensions, amendments, modifications, replacements or refinancing of the Mortgage, as modified herein.

Dated: May 1, 2005

Sauk Trail Group LLC,
an Illinois limited liability company

By: 

 John T. Matthews
 Its: Member/Manager

By: 

 William Kanatas
 Its: Member/Manager

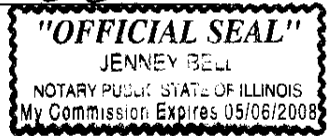
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STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Steve Servant and Chris Coyne, personally known to me to be the same persons 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 instruments as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of 5/26 2005.

Jenney Bell
NOTARY PUBLIC



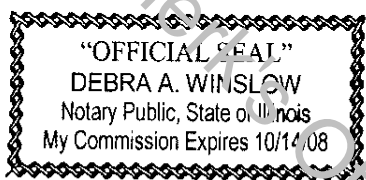
MY COMMISSION EXPIRES: _____

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 Luke K. Oosterhouse and MARY SIMON, as Senior 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.

Debra A. Winslow
Notary Public



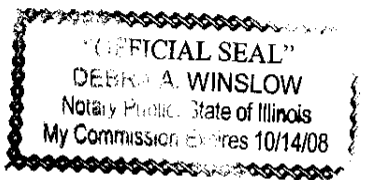
My Commission Expires: 10-14-2008

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 T. Matthews and William Kanatas personally known to me to be the same persons whose names are as Members/Managers of The Sauk Trail Group LLC, an Illinois limited liability company, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of MAY, 2005.

Debra A. Winslow
Notary Public



My Commission Expires: 10-14-2008

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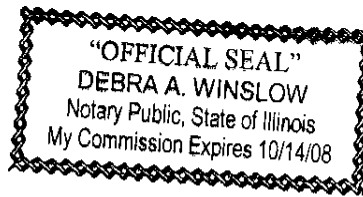
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Chris Coyne, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instruments as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of May, 2005.

Debra A. Winslow
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-14-2008



Property of Cook County Clerk's Office

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EXHIBIT A

To

FIRST AMENDMENT TO MORTGAGE
DATED AS OF MAY 1, 2005 BETWEEN
Steve Servant and Chris Coyne

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

PARCEL 1:

LOT 9 IN LORAC SUBDIVISION UNIT 2, A SUBDIVISION OF PART OF THE SOUTHWEST 1/45 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PLAT RECORDED DECEMBER 6, 1978 AS DOCUMENT 23751840.

PARCEL 2:

THAT PART OF THE WEST ½ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 27 OF SOUTHDALE SUBDIVISION UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958 AS DOCUMENT 17331660; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 27 AS FOLLOWS: NORTH 6 DEGREES 04 MINUTES 57 SECONDS WEST, 100.70 FEET; THENCE NORTH 13 DEGREES 29 MINUTES 57 SECONDS WEST, 121.36 FEET; THENCE NORTH 23 DEGREES 22 MINUTES 48 SECONDS WEST, 31.05 FEET TO THE SOUTHEAST CORNER OF LOT 7 IN LORAC SUBDIVISION; THENCE SOUTH 57 DEGREES 48 MINUTES 59 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 7, 136.29 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF JEFFREY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AN ARC DISTANCE OF 175.29 FEET; THENCE SOUTH 5 DEGREES 12 MINUTES 35 SECONDS EAST, 12.39 FEET TO THE NORTHERLY LINE OF 219TH PLACE; THENCE NORTH 88 DEGREES 16 MINUTES 10 SECONDS EAST, 111.32 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: PARCEL 1: 1635-1641 CAROLE LANE, SAUK VILLAGE, ILLINOIS
PARCEL 2: 21915-21925 JEFFREY AVENUE, SAUK VILLAGE, ILLINOIS

P.I.N.: 32-25-300-031-0000 (PARCEL 1)
32-25-315-027-0000 (PARCEL 2)

PREPARED BY AND AFTER RECORDING MAIL TO:

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800 Burr Ridge Parkway
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department