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TCF NATIONAL BANK FIRST AMENDMENT TO Commercial MORTGAGE, Assignment of Rents, Security Agreement and Financing Statement



Doc#: 0535045037 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/16/2005 10:05 AM Pg: 1 of 4

PREPARED BY AND AFTER RECORDING MAIL TO:

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

#31524

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This First Amendment to Mortgage ("First Amendment") is dated as of this 6th day of December, 2005, and is made between Kevin S. Fox, whose address is 7502 Randolph Street, Forest Park, Illinois 60130 ("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 August 31, 2000 and recorded October 4, 2000 as document number 00778140 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 Two Hundred Ninety-two Thousand and 00/100 Dollars (\$292,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on September 10, 2015. As of the date hereof, the outstanding principal balance due is \$254,928.90.
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 Mortgagor has requested an advance of additional principal to increase the face amount of the Note to Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00). Concurrent with the execution and delivery hereof, the Mortgagee will advance the amount of One Hundred Seventy Thousand Seventy-One and 10/100 Dollars (\$170,071.10) ("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 \$425,000.00. All references in the Note and Mortgage to the phrase "Two Hundred Ninety-two Thousand and

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00/100 Dollars (\$292,000.00)" are hereby deleted and replaced with the phrase "Four Hundred Twenty-five Thousand and 00/100 Dollars (\$425,000.00)".

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:

[Signature]
Kevin S. Fox

MORTGAGEE:

TCF NATIONAL BANK

By: [Signature]
Mark S. Holladay
Its: Assistant Vice President

By: [Signature]
Norene A. Medows
Its: Commercial Closing Officer

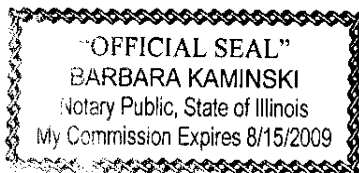
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Kevin S. Fox, 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 instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of December, 2005.

[Signature]
Notary Public

My Commission Expires: 8-15-09



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STATE OF ILLINOIS

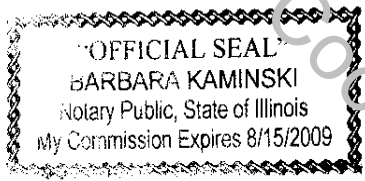
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark S. Holladay and Norene A. Medows, as Assistant Vice President and Commercial Closing Officer respectively, 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 December, 2005.

Barbara Kaminski
NOTARY PUBLIC

My Commission Expires: 8-15-09



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EXHIBIT A

To

FIRST AMENDMENT TO MORTGAGE

DATED AS OF THIS **10TH** DAY OF **DECEMBER, 2005** BETWEEN

KEVIN S. FOX

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOT 1 AND THE NORTH 5 FEET OF LOT 2 IN SCHROEDERS SUBDIVISION OF BLOCK 24 (EXCEPT THE WEST 54 FEET AND EXCEPT THE SOUTH 150 FEET) IN RAILROAD ADDITION TO HARLEM IN SECTION 12, TOWNSHIP 29 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 15-12-426-019-0000

COMMONLY KNOWN AS: 201 MARENGO, FOREST PARK, ILLINOIS 60130.