



Doc#: 0611545066 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/25/2006 11:08 AM Pg: 1 of 9

TCF NATIONAL BANK
Second 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 Second Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Second Amendment") is dated as of February 1, 2006, 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 and a First Amendment recorded September 20, 2005, as document number 0526354025 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 February 1, 2006. 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 February 1, 2006 to August 1, 2006. All references in the Note and Mortgage to the phrase "February 1, 2006" are hereby deleted in their entirety and replaced with the phrase "August 1, 2006", and the phrase "Maturity Date" shall be amended to be defined as August 1, 2006.

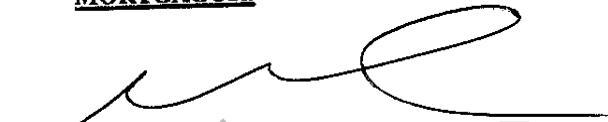
Lawyers Title Insurance Corporation 0600029
0600029

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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:

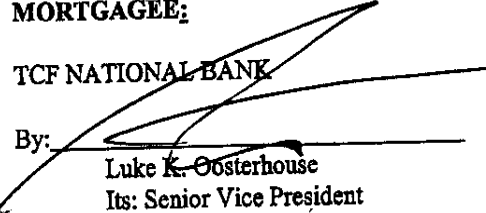


Steve Servino

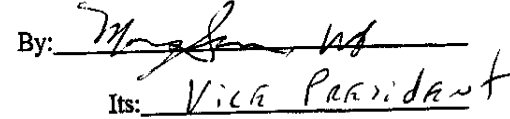
Chris Coyne

MORTGAGEE:

TCF NATIONAL BANK

By: 

Luke K. Osterhouse
Its: Senior Vice President

By: 


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: February 23, 2006

Sauk Trail Group LLC,
an Illinois limited liability company

By: 

John T. Matthews
Its: Member/Manager

By: 

William Kanatas
Its: Member/Manager

AK060028
Lawyers Title Insurance Corporation AK060029

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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:

MORTGAGEE:

Steve Servino

TCF NATIONAL BANK

By: _____
Luke K. Oosterhouse
Its: Senior Vice President

Chris Coyne

By: _____
Its: _____

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: February _____, 2006

Sauk Trail Group LLC
an Illinois limited liability company

By: _____
John T. Matthews
Its: Member/Manager

By: _____
William Kanatas
Its: Member/Manager

Lawyers Title Insurance Corporation dK060029
dK060028

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STATE OF ILLINOIS
)ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Steve Servant, 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 _____ day of _____, 2006.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PENNSYLVANIA
STATE OF ILLINOIS
)ss.
COUNTY OF CHESTER)

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 20th day of FEBRUARY, 2006.

Victoria R. Franchetta

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIA, S.F.A.
VICTORIAR. FRANCHETTA, NOTARY PUBLIC
TREDYFFRIN TOWNSHIP - CHESTER COUNTY
MY COMMISSION EXPIRES NOVEMBER 19, 2007

COMMONWEALTH OF PENNSYLVANIA
NOTARIA, S.F.A.
VICTORIAR. FRANCHETTA, NOTARY PUBLIC
TREDYFFRIN TOWNSHIP - CHESTER COUNTY
MY COMMISSION EXPIRES NOVEMBER 19, 2007

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 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 _____ day of _____, 2006.

Notary Public

My Commission Expires: _____

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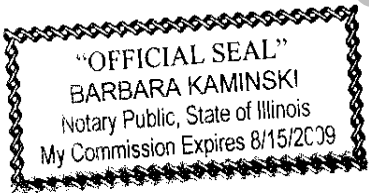
STATE OF ILLINOIS)
COUNTY OF Cook)ss.

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 PRES 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 27th day of FEBRUARY 2006.

[Signature]
Notary Public

My Commission Expires: 8/15/09



Lawyers Title Insurance Corporation dK060024

dK060028

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EXHIBIT A

To

SECOND AMENDMENT TO MORTGAGE
DATED AS OF FEBRUARY 1, 2006 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.

COMMONLY KNOWN AS: PARCEL 1: 1635-1641 CAROLE LANE, SAUK VILLAGE, ILLINOIS
P.I.N.: 32-25-300-031-0000 (PARCEL 1)

PARCEL 2:
THAT PART OF THE WEST 1/2 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 2: 21915, 21917, 21919, 21921 and 21923 JEFFREY AVENUE, SAUK VILLAGE, ILLINOIS
32-25-315-027-0000 (PARCEL 2)

DK040099

Lawyers title insurance company

DK 060028

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PARCEL 2 - NOW KNOWN AS:

UNIT 2

THAT PART OF THE WEST HALF 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 08 MINUTES 02 SECONDS WEST, 85.56 FEET TO THE POINT OF COMMENCEMENT OF UNIT 2; THENCE CONTINUING NORTH 06 DEGREES, 08 MINUTES, 02 SECONDS WEST 15.03 FEET; THENCE NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 5.91 FEET; THENCE SOUTH 72 DEGREES, 17 MINUTES, 12 SECONDS WEST, THROUGH THE CENTER OF A PARTY WALL 116.38 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET AND AN ARC LENGTH OF 22.76 FEET; THENCE NORTH 72 DEGREES 15 MINUTES, 11 SECONDS EAST, THROUGH THE CENTER OF A PARTY WALL 114.66 FEET TO THE POINT OF COMMENCEMENT, ALL IN COOK COUNTY, ILLINOIS.

common address: 21923 Jeffrey Avenue, Sauk Village, Illinois 60411

UNIT 3

THAT PART OF THE WEST HALF 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 08 MINUTES 02 SECONDS WEST, 100.59 FEET; THENCE NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 5.91 FEET TO THE POINT OF COMMENCEMENT OF UNIT 3; THENCE CONTINUING NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 22.54 FEET; THENCE SOUTH 72 DEGREES, 22 MINUTES, 09 SECONDS WEST, THROUGH THE CENTER OF A PARTY WALL, 117.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AND AN ARC DISTANCE OF 22.66 FEET; THENCE NORTH 72 DEGREES, 17 MINUTES, 12 SECONDS EAST, THROUGH THE CENTER OF A PARTY WALL, 116.38 FEET, TO THE POINT OF COMMENCEMENT, ALL IN COOK COUNTY, ILLINOIS.

common address: 21921 Jeffrey Avenue, Sauk Village, Illinois 60411

UNIT 4

THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST 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 08 MINUTES 02 SECONDS WEST, 100.59 FEET; THENCE NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 28.45 FEET TO THE POINT OF COMMENCEMENT OF UNIT 4; THENCE CONTINUING NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 22.97 FEET; THENCE SOUTH 72 DEGREES, 16 MINUTES, 01 SECONDS WEST, THROUGH THE CENTER OF A PARTY WALL 119.88 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AND AN ARC DISTANCE OF 22.91 FEET; THENCE NORTH 72 DEGREES, 22 MINUTES, 09 SECONDS EAST, THROUGH THE CENTER OF A PROPERTY WALL, 117.45 FEET TO THE POINT OF COMMENCEMENT, ALL IN COOK COUNTY, ILLINOIS.

common address: 21919 Jeffrey Avenue, Sauk Village, Illinois 60411

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UNIT 5

THAT PART OF THE WEST HALF 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 08 MINUTES 02 SECONDS WEST, 100.59 FEET; THENCE NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 51.97 FEET TO THE POINT OF COMMENCEMENT OF UNIT 5; THENCE CONTINUING NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST; 20.72 FEET; THENCE SOUTH 72 DEGREES, 14 MINUTES, 10 SECONDS WEST, THROUGH THE CENTER OF A PARTY WALL, 123.23 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AND AN ARC DISTANCE OF 20.67 FEET; THENCE NORTH 72 DEGREES, 16 MINUTES 01 SECONDS EAST, THROUGH THE CENTER OF A PARTY WALL, 119.88 FEET, TO THE POINT OF COMMENCEMENT, ALL IN COOK COUNTY, ILLINOIS.

common address: 21917 Jeffrey Avenue, Sauk Village, Illinois 60411

UNIT 6

THAT PART OF THE WEST HALF 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 08 MINUTES 02 SECONDS WEST, 100.59 FEET; THENCE NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 72.14 FEET TO THE POINT OF COMMENCEMENT OF UNIT 6; THENCE CONTINUING NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 49.20 FEET; THENCE NORTH 23 DEGREES, 04 MINUTES, 26 SECONDS WEST 31.13 FEET; THENCE SOUTH 57 DEGREES, 51 MINUTES, 57 SECONDS WEST, 136.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AND AN ARC DISTANCE OF 46.92 FEET; THENCE NORTH 72 DEGREES, 14 MINUTES, 10 SECONDS EAST, THROUGH THE CENTER OF A PARTY WALL, 123.23 FEET TO THE POINT OF COMMENCEMENT, ALL IN COOK COUNTY, ILLINOIS.

common address: 21915 Jeffrey Avenue, Sauk Village, Illinois 60411

Lawyers Title Insurance Corporation AK0600124

AK060028

Cook County Clerk's Office

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