

# UNOFFICIAL COPY



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

Doc#: **0623632068** Fee: **\$28.50**  
Eugene "Gene" Moore RHSP Fee: **\$10.00**  
Cook County Recorder of Deeds  
Date: **08/24/2006 12:21 PM** Pg: 1 of 3

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 Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("First Amendment") is dated as of July 10, 2006, and is made between Boguslaw M. Klimczak, an unmarried individual, whose address is 5500 W. 55<sup>th</sup> Street, Chicago, Illinois 60638 ("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 June 28, 2001 and recorded July 11, 2001, as document number 0010613978 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 \$200,000.00, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on July 10, 2006. As of the date hereof, the outstanding principal balance due is \$98,374.67.
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:

- A. The Maturity Date (as such term is defined in Note) shall be changed from July 10, 2006 to November 10, 2006. All references in the Mortgage to the phrase "July 10, 2006" are hereby deleted in their entirety and replaced with the phrase "November 10, 2006", and the phrase "Maturity Date" shall be amended to be defined as November 10, 2006.

S.  
M.  
P.  
R.

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B. 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:**

TCF NATIONAL BANK

By: Boguslaw M. Klimczak  
Boguslaw M. Klimczak

By: Mark S. Holladay  
Mark S. Holladay  
Its: Assistant Vice President

By: Barbara Kaminski  
Barbara Kaminski  
Its: Commercial Closing Officer

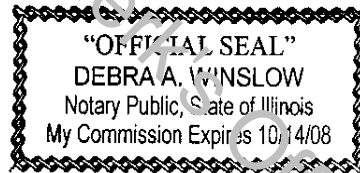
STATE OF ILLINOIS )  
                                  )ss.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Boguslaw M. Klimczak, an unmarried individual, 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, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3/27 day of July, 2006.

My Commission Expires: 10-14-2008

Debra A. Winslow  
Notary Public



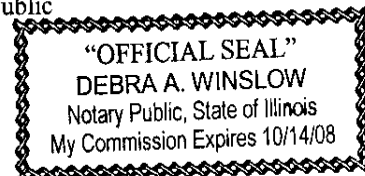
STATE OF ILLINOIS )  
                                  )ss.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark S. Holladay and Barbara Kaminski, as Assistant 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 3/27 day of July, 2006.

My Commission Expires: 10-14-2008

Debra A. Winslow  
Notary Public



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## EXHIBIT A

To

FIRST AMENDMENT TO MORTGAGE

DATED AS OF JULY 10, 2006 BETWEEN

BOGUSLAW M. KLIMCZAK, AN UNMARRIED INDIVIDUAL

AND

**TCF NATIONAL BANK**

## **LEGAL DESCRIPTION**

LOT 6 IN DAVID'S FIRST ADDITION TO BRIDGEVIEW, A SUBDIVISION OF LOT "C" (EXCEPT THE EAST 119.40 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR WIDENING OF WEST 79<sup>TH</sup> STREET) IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE NORTHEAST OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7347 W. 79<sup>TH</sup> Street, Bridgeview, Illinois 60455

P.I.N.: 18-36-219-006-0000

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