

# UNOFFICIAL COPY



Doc#: 0634655200 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/12/2006 04:07 PM Pg: 1 of 4

**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 October 10, 2006, and is made between Paul Theodosis and Ioanna Theodosis, Trustees or their successors in trust under the Paul Theodosis and Ioanna Theodosis Living Trust, dated July 12, 2001, whose address is 401 Shawn Court, Wheeling, Illinois 60090 ("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 28, 2001 and recorded October 15, 2001, as document number 0010957136; 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 \$300,000.00, and a First Note Modification Agreement dated June 10, 2003 and a Second Note Modification Agreement dated September 10, 2005 payable to Mortgagee and executed jointly and severally by Mortgagor (as amended, "Note").
3. The principal balance of the Note is due and payable on September 10, 2007. As of the date hereof, the outstanding principal balance due is \$220,974.98.
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. The Maturity Date (as such term is defined in Note) shall be changed from September 10, 2016 to September 10, 2008. All references in the Mortgage to the phrase "September 10, 2016" are hereby deleted in their entirety and replaced with the phrase "September 10, 2008", and the phrase "Maturity Date" shall be amended to be defined as September 10, 2008.

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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:**

PAUL THEODOSIS AND IOANNA THEODOSIS,  
TRUSTEES OR THEIR SUCCESSORS IN TRUST  
UNDER THE PAUL THEODOSIS AND  
IOANNA THEODOSIS LIVING TRUST, DATED  
JULY 12, 2001.

Paul Theodosis  
Paul Theodosis, Trustee  
Ioanna Theodosis  
Ioanna Theodosis, Trustee

**MORTGAGEE:**

TCF NATIONAL BANK

By: Mark S. Holladay  
Mark S. Holladay  
Its: Assistant Vice President  
By: Barbara Kaminski  
Barbara Kaminski  
Its: Commercial Closing Officer

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 Paul Theodosis and Ioanna Theodosis, personally known to me to be the same persons whose names are as trustees, respectively, under the Paul Theodosis and Ioanna Theodosis Living Trust dated July 12<sup>th</sup>, 2001, 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 Living Trust for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 10th day of October, 2006  
My Commission Expires: 9-29-09

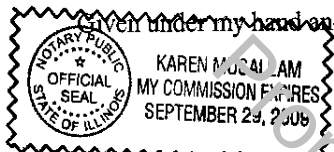
Karen Musallam  
Notary Public

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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 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 10th day of October, 2006.



My Commission Expires 1-21-09

Notary Public

Notary Public of Cook County Clerk's Office

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## EXHIBIT A

To

FIRST AMENDMENT TO MORTGAGE

DATED AS OF OCTOBER 10, 2006 BETWEEN

PAUL THEODOSIS AND IOANNA THEODOSIS, TRUSTEES OR THEIR SUCCESSORS IN TRUST UNDER THE PAUL THEODOSIS AND IOANNA THEODOSIS LIVING TRUST,  
DATED JULY 12, 2001

AND

**TCF NATIONAL BANK**

### **LEGAL DESCRIPTION**

PARCEL 1: UNITS 10-1B, 10-2A, 10-2B, 10-3A AND 10-3B IN PINE CREEK CONDOMINIUM AS DELINEATED ON A PLAT OF SURVEY OF CERTAIN PORTIONS OF THE SOUTHEAST ¼ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE CREEK CONDOMINIUM RECORDED AS DOCUMENT NO. 25781564, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER OUT-LOT "C" IN "THE NURSERY" PLAT OF PLANNED UNIT DEVELOPMENT AFORESAID, AS SET FORTH IN THE DECLARATION RECORDED JUNE 26, 1978 AS DOCUMENT 24507143 AND AS CREATED BY DEED RECORDED JUNE 26, 1978 AS DOCUMENT 24507144 AND AS CREATED BY DEED RECORDED JUNE 26, 1978 AS DOCUMENT 24507145, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER OUT-LOTS "A" AND "B" AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE CREEK HOMEOWNERS ASSOCIATION RECORDED FEBRUARY 20, 1981 AS DOCUMENT 25781563, FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 444 OSAGE LANE, PALATINE, ILLINOIS 60074

P.I.N.: 02-02-400-061-1104  
02-02-400-061-1105  
02-02-400-061-1106  
02-02-400-061-1107  
02-02-400-061-1108

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