

# UNOFFICIAL COPY



Doc#: 0710602265 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/16/2007 01:16 PM Pg: 1 of 4

**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 Mortgage ("Second Amendment") is dated as of this 10th day of March, 2007, and is made between LYMAN REALTY GROUP, L.P.C., an Illinois limited liability company, whose address is 808 Mt. Pleasant, Winnetka, Illinois 60093 ("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 December 8, 2004 and recorded January 5, 2005 as document number 0500534144, and a First Amendment to Commercial Mortgage dated December 10, 2006 and recorded January 9, 2007 as document number 070042156 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 Five Hundred Thousand and 00/100 Dollars (\$500,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor and a First Modification Agreement dated December 10, 2006 ("Note").
3. The principal balance of the Note is due and payable on March 10, 2007. As of the date hereof, the outstanding principal balance due is \$152,027.68.
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 Eight Hundred Thousand and 00/100 Dollars (\$800,000.00). Concurrent with the execution and delivery hereof, the Mortgagee will make available for additional advances the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) ("Additional Advance") in favor of the Mortgagor. All references in the

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Mortgage to the phrase "Five Hundred Thousand and 00/100 Dollars (\$500,000.00)" are hereby deleted and replaced with the phrase "Eight Hundred Thousand and 00/100 Dollars (\$800,000.00)".

- The Maturity Date (as such term is defined in Note and Mortgage ) shall be changed from March 10, 2007 to March 10, 2009. All references in the Mortgage to the phrase "March 10, 2007" are hereby deleted in their entirety and replaced with the phrase "March 10, 2009", and the phrase "Maturity Date" shall be amended to be defined as March 10, 2009.
- 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:**

LYMAN REALTY GROUP L.L.C.,  
an Illinois limited liability company

By: Mark M. Lyman  
Mark M. Lyman  
Its: Member

By: James W. Lyman  
James W. Lyman  
Its: Member

By: Thomas J. Lyman, III  
Thomas J. Lyman, III  
Its: Member

**MORTGAGEE:**

TCF BANK

By: Cyndy G. Gatties  
Cyndy G. Gatties  
Its: 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 Mark M. Lyman, James W. Lyman and Thomas J. Lyman, III personally known to me to be the same persons whose names are as Members of Lyman Realty Group L.L.C., 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 his 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 10<sup>th</sup> day of March 2007.

Paulette Brouwer  
Notary Public

My Commission Expires: 06/11/08





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**EXHIBIT A**

TO

SECOND AMENDMENT TO MORTGAGE

DATED AS OF THIS 10TH DAY OF MARCH, 2007 BETWEEN

LYMAN REALTY GROUP L.L.C., an Illinois limited liability company

AND

**TCF NATIONAL BANK**

**LEGAL DESCRIPTION**

LOTS 21, 22, 23 AND 24 IN BLOCK 4 IN THE SUBDIVISION OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2615-19 N. TROY AVENUE, CHICAGO, ILLINOIS 60647  
A/K/A 3116-24 W. LOGAN BOULEVARD, CHICAGO, ILLINOIS 60647

P.I.N.: 13-25-309-022-0000

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