



Doc#: 0716341075 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/12/2007 12:10 PM Pg: 1 of 4

**TCF NATIONAL BANK
FOURTH AMENDMENT
TO MORTGAGE**

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 Fourth Amendment to Mortgage ("Fourth Amendment") is dated as of May 1, 2007, and is made between 1234 N. HALSTED, LLC, an Illinois limited liability company, whose address is 1234 N. Halsted, Chicago, Illinois 60622 ("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 January 20, 2005 and recorded February 15, 2005, as document number 0504633206, and a First Amendment to Mortgage dated as of June 6, 2005 and recorded June 15, 2005 as document number 0516611303, a Second Amendment to Mortgage dated as of January 20, 2006 and recorded March 17, 2006 as document number 0607646162, and a Third Amendment to Mortgage dated as of October 12, 2006 and recorded November 16, 2006 as document number 0632042009, and a certain Loan Assumption Agreement dated May 1, 2007 (the "Assumption Agreement"), 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 \$250,000.00, and subsequently modified by that certain First Note Modification Agreement dated June 6, 2005, which among other things increased the Credit Line to the amount of \$750,000.00, that certain Second Note Modification Agreement dated January 20, 2006, that certain Third Note Modification Agreement dated October 12, 2006, which among other things increased the Credit Line to the amount of \$850,000.00, and that certain Fourth Note Modification Agreement dated February 1, 2007, which among other things increased the Credit Line to the amount of \$1,013,500.00, 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 May 1, 2007. As of the date hereof, the outstanding principal balance due is \$905,530.59.
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:

Box 400-CTCC

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1. That the Mortgagee as of the date hereof, has amended the Credit Line (as such term is defined and described in the Note) to One Million 00/100 Dollars (\$1,000,000.00). Pursuant to the Credit Line increase, the principal amount secured by the Mortgage is increased to One Million and 00/100 Dollars (\$1,000,000.00). The Note evidences a revolving line of credit and the principal amounts advanced under the Note once repaid are available for re-advance to the borrower under the terms of the Note.
2. That paragraph 2 on page one (1) of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

Whereas, Mortgagor has executed a promissory note dated January 20, 2005 in the original principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00); subsequently modified by that certain First Note Modification Agreement dated June 6, 2005, which among other things increased the credit line to the amount of \$750,000.00; modified by that certain Second Note Modification Agreement dated January 20, 2006, modified by that certain Third Note Modification dated October 12, 2006, which among other things increased the credit line to the amount of \$850,000.00, modified by that certain Fourth Note Modification dated February 1, 2007, which among other things increased the credit line to the amount of \$1,013,500.00, and modified by that certain Fifth Note Modification dated May 1, 2007, which among other things reduced the credit line to the amount of \$1,000,000.00, payable to Mortgagee and due on May 1, 2008 ("Maturity Date") together with any and all amendments or supplements thereto, extensions and renewals thereof and any other promissory note which may be taken in whole or partial renewal, substitution or extension thereof ("Note"). The Note initially shall bear interest on the principal balance from time to time outstanding from date of first disbursement until maturity, whether by acceleration or otherwise and thereafter. The lien of this Mortgage secures payment and performance of the Liabilities (as defined in the Note) including without limitation, any existing indebtedness and future advances, whether obligatory or non-obligatory, made pursuant to the Note, the terms and provisions of which Note are hereby incorporated, to the same extent as if such future advances were made on the date of execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

3. 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:

1234 N. HALSTED, LLC,
an Illinois limited liability company

BY: Zafar Hussain
Zafar Hussain
Its: Sole Member/Manager

MORTGAGEE:
TCF NATIONAL BANK

By: John E. Boyle
John E. Boyle
Its: Vice President

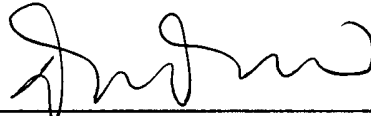
By: Barbara Kaminski
Barbara Kaminski
Its: Commercial Closing Officer

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STATE OF _____)
)ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Zafar Hussain, personally known to me to be the same person whose name is as Sole Member/Manager of 1234 N. Halsted, LLC, an Illinois limited liability company 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 limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of May, 2007.



Notary Public

My Commission Expires: 9/10/07

STATE OF ILLINOIS

COUNTY OF COOK



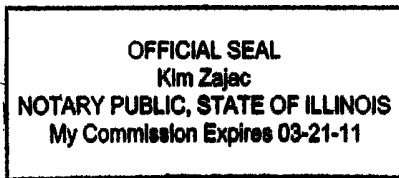
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John E. Boyle and Barbara Kaminski, as Vice President and Commercial Closing Officer respectively, of TCF National Bank, a national banking association subscribed to the foregoing instrument, appeared 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 30th day of May, 2007



NOTARY PUBLIC

My Commission Expires: 3/21/11



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EXHIBIT A

To

FOURTH AMENDMENT TO MORTGAGE

DATED AS OF MAY 1, 2007 BETWEEN

1234 N. HALSTED, LLC, an Illinois limited liability company

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOTS 39 TO 46 IN J. A. YALE'S SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THAT PART OF LOT 38 IN J. A. YALE'S SUBDIVISION OF BLOCK 72 IN ELSTON'S ADDITION TO CHICAGO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF KINGSBURY STREET AT THE NORTHWEST CORNER OF LOT 38; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 38, A DISTANCE OF 96.0 FEET; THENCE SOUTHEASTERLY, 25.0 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 38, A DISTANCE OF 106.85 FEET WEST OF THE WEST LINE OF HALSTED STREET; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF LOT 39, A DISTANCE OF 89.06 FEET; THENCE NORTHWESTERLY ALONG KINGSBURY STREET, 25.0 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1234 N. HALSTED, CHICAGO, IL

P.I.N.: 17-05-225-015-0000, 17-05-225-016-0000, 17-05-225-017-0000
17-05-225-018-0000, 17-05-225-019-0000

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