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TCF NATIONAL BANK First AMENDMENT TO MORTGAGE



PREPARED BY AND AFTER RECORDING MAIL TO:

Doc#: 0728233186 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/09/2007 01:12 PM Pg: 1 of 4

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department

7703185 D2AEM

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This FIRST Amendment to Mortgage ("FIRST Amendment") is dated as of this 2nd day of October, 2007, and is made between Marquette Bank, Successor Trustee to TCF National Bank Illinois, not personally but as Trustee Under Trust Agreement dated December 10, 1997 and known as Trust Number 97-11-8, whose address is 6155 South Pulaski Road, Chicago, IL 60629 ("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 February 2, 1998 and recorded February 6, 1998 as document number 98-102048 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 Two Hundred Thirty-Five Thousand and 00/100 Dollars (\$235,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor (as amended, the "Note").
3. The principal balance of the Note is due and payable on March 10, 2015. As of the date hereof, the outstanding principal balance due is One Hundred Eighty Thousand Nine Hundred Sixty One & 00/100ths Dollars (\$180,961.00).
4. Mortgagor wishes to amend the terms of the Note and the Mortgage, and Mortgagee is willing to do so.

Box 400-CTCC

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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. That the second (2nd) through seventh (7th) paragraphs on page one (1) and page two (2) are hereby deleted in their entirety, and the following is substituted in its place:

Whereas, Mortgagor has executed an Amended and Restated Commercial Mortgage Installment Note Fixed Rate dated October 2, 2007 in the principal amount of Two Hundred Thirty-Five Thousand and 00/100 Dollars (\$235,000.00), payable to Mortgagee and due March 10, 2013 ("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.

B. **TRUSTEE EXCULPATION.** If the undersigned is a land trustee, then this First Amendment to Mortgage is executed by the undersigned trustee, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out the trust estate which in part is security the payment and performance of the Liabilities, and through enforcement of the provisions of the Note and any other Collateral or guarantee from time to time security payment of the Liabilities; no personal liability shall be asserted or be enforceable against the trustee, because or in respect of the Note or the making, issue or transfer hereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

C. 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:

MARQUETTE BANK
 Successor Trustee to TCF National Bank
 Illinois not personally but as Trustee under Trust Agreement
 dated December 10, 1997 and known As Trust Number 97-11-8

BY: Joseph C. Madsen
 ITS: Land Trust Officer

BY: Terrance A. Zachary
 ITS: Assistant Secretary

MORTGAGEE:

TCF NATIONAL BANK

By: Mark Holladay
 Mark Holladay
 Assistant Vice President

By: Barbara Kaminski
 Barbara Kaminski
 Commercial Closing Officer

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STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

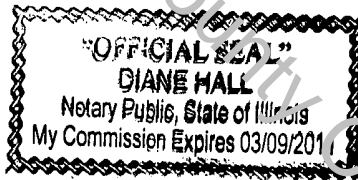
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joyce A. Madsen and Lorraine Lachowicz, as Land Trust Officer and Assistant Secretary of Marquette Bank, a corporation subscribed to the foregoing instrument, appeared before me this day in person and 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 3rd day of October, 2007.

My Commission Expires: 3-9-2011

Diane Hall

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 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 3rd day of October, 2007.

My Commission Expires: 3/2/11

Kim Zajac
Notary Public



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EXHIBIT A

To

FIRST AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

DATED AS OF THIS 2ND DAY OF OCTOBER, 2007 BETWEEN

MARQUETTE BANK SUCCESSOR TRUSTEE TO TCF NATIONAL BANK ILLINOIS, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 1997 AND KNOWN AS TRUST NUMBER 97-11-8

AND

TCF NATIONAL BANK

UNITS 1, 2, 3, 4, 5, 6, 7, AND 8 IN MARI-AMEL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 3 IN MAYHER'S SUBDIVISION OF PART OF LOT 186 IN FREDERICK H BARTLETT'S FIRST ADDITION TO FREDERICK H BARTLETT'S 79TH STREET ACRES OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 96385055, AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMONLY KNOWN AS: 8630 S. SAYRE, BURBANK, ILLINOIS 60459

- P.I.N.: 19-31-319-046-1001
- 19-31-319-046-1002
- 19-31-319-046-1003
- 19-31-319-046-1004
- 19-31-319-046-1005
- 19-31-319-046-1006
- 19-31-319-046-1007
- 19-31-319-046-1008

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