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



Doc#: 0808833175 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/28/2008 01:23 PM Pg: 1 of 4

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 Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Second Amendment") is dated as of February 10, 2008, and is made between Nasiruddin M. Daya, individually, whose address is 850 E. Northwest Highway, Palatine, Illinois 60074 ("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 6, 2006 and recorded January 23, 2006, as document number 0602304018 and First Amendment to Commercial Mortgage dated as of January 29, 2007 and recorded on February 26, 2007 as document number 0705702214 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 an amended and restated commercial mortgage installment note dated January 29, 2007 in the original principal amount of One Million and 00/100 Dollars (\$1,000,000.00), due and payable on February 10, 2012 ("Note A") and that certain promissory note dated January 29, 2007 in the amount Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), due and payable February 10, 2008 and a First Note Modification Agreement dated February 20, 2007 ("Note B"), payable to Mortgagee and executed jointly and severally by Mortgagor.
3. The principal balance of Note A is due and payable on February 10, 2012. As of the date hereof, the outstanding principal balance due is \$958,830.55. The principal balance of Note B is due and payable on February 10, 2008. As of the date hereof, the outstanding principal balance due is \$350,000.00.
4. Mortgagor wishes to amend the terms of Note B 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:

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A. The Note B Maturity Date (as such term is defined in the Mortgage) shall be changed from February 10, 2008 to May 10, 2008. All references in the Mortgage to the phrase "February 10, 2008" are hereby deleted in their entirety and replaced with the phrase "May 10, 2008", and the phrase "Maturity Date" shall be amended to be defined as "May 10, 2008" ("Note B Maturity Date").

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:

Nasiruddin M. Daya, individually

MORTGAGEE:

TCF National Bank

By: [Signature]

John E. Boyle
Its: Vice President

By: [Signature]

Barbara Kaminski
Its: Commercial Closing Officer

STATE OF ILLINOIS)

)ss.

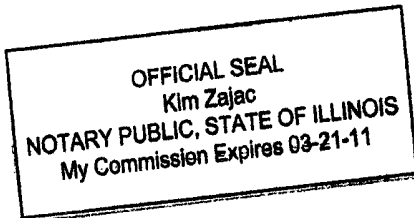
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nasiruddin M. Daya, 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 signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of MARCH, 2008.

[Signature]
Notary Public

My Commission Expires: 3/21/11

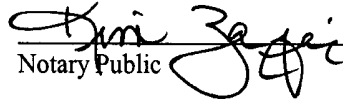


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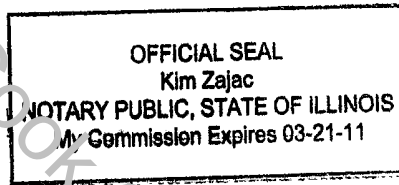
STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John E. Boyle and Barbara Kaminski, as 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 14TH day of MARCH, 2008.


Notary Public

My Commission Expires: 3/21/11



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EXHIBIT A

To

SECOND AMENDMENT TO MORTGAGE
DATED AS OF FEBRUARY 10, 2008 BETWEEN
NASIRUDDIN M. DAYA, INDIVIDUALLY

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOT 3 IN WILLOW CREEK, BEING A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as 850 E. NORTHWEST HIGHWAY, PALM ATINE, ILLINOIS 60074

P.I.N.: 02-24-106-007-0000

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