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Doc#: 0826903031 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/25/2008 11:00 AM Pg: 1 of 4

TCF NATIONAL BANK FOURTH 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

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This Fourth Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Fourth Amendment") is dated as of August 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 and Second Amendment to Commercial Mortgage dated as of February 10, 2008 and recorded March 23, 2008, as document number 0808833175 and Third Amendment to Commercial Mortgage dated as of May 10, 2008 and recorded on June 18, 2008 as document number 0817022056 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 and a Second Note Modification Agreement dated February 10, 2008 and a Third Note Modification Agreement dated May 10, 2008 ("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 \$938,438.38. The principal balance of Note B is due and payable on August 10, 2008. As of the date hereof, the outstanding principal balance due is \$349,999.98.
4. Mortgagor wishes to amend the terms of Note B and the Mortgage, and Mortgagee is willing to do so.

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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. The Note B Maturity Date (as such term is defined in the Mortgage) shall be changed from August 10, 2008 to October 1, 2008. All references in the Mortgage to the phrase "August 10, 2008" are hereby deleted in their entirety and replaced with the phrase "October 1, 2008", and the phrase "Maturity Date" shall be amended to be defined as "October 1, 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: Senior Vice President

By: [Signature]

Barbara Kaminski
Its: Commercial Closing Officer

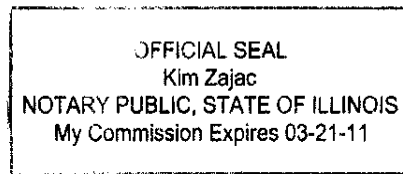
STATE OF ILLINOIS)
)ss.
COUNTY OF Cook)

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 20th day of SEPTEMBER 2008.

[Signature]
Notary Public

My Commission Expires: 3/21/11



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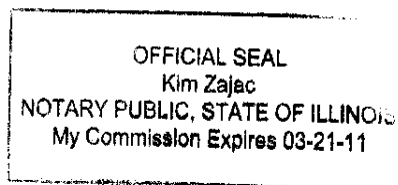
STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

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 Senior 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 2nd day of September, 2008.


Notary Public

My Commission Expires: 3/21/11



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EXHIBIT A

To

FOURTH AMENDMENT TO MORTGAGE
DATED AS OF AUGUST 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, PALATINE, ILLINOIS 60074

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

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