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**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

Loan #31524



Doc#: 0917733140 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/26/2009 02:01 PM Pg: 1 of 4

This space reserved for Recorder's use only.

This Second Amendment to Mortgage ("Second Amendment") is dated as of this 10th day of May, 2009, and is made between Kevin S. Fox, whose address is 7302 Randolph Street, Forest Park, Illinois 60130 ("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 August 31, 2000 and recorded October 4, 2000 as document number 00778140 and that certain First Amendment to Mortgage, which among other things increased the mortgage amount to \$425,000.00, dated December 6, 2005 and recorded December 16, 2005 as document number 0535045037 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 principal amount of Four Hundred Twenty five Thousand and 00/100 Dollars (\$425,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on September 10, 2015. As of the date hereof, the outstanding principal balance due is \$400,396.26.
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:

FIRST AMERICAN TITLE

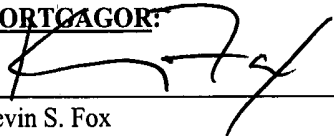
ORDER # DCAFO04811

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- A. That the Mortgagor has requested an advance of additional principal to increase the face amount of the Note to Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00). Concurrent with the execution and delivery hereof, the Bank will advance the amount of Forty-nine Thousand Six Hundred Three and 74/100 Dollars (\$49,603.74) ("Additional Advance") in favor of the Mortgagor, which amount represents the difference between the current outstanding principal balance of the Note and the new principal amount of \$450,000.00. All references in the Note and Mortgage to the phrase "Four Hundred Twenty-five Thousand and 00/100 Dollars (\$425,000.00)" are hereby deleted and replaced with the phrase "Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00)".
- B. The Maturity Date (as such term is defined in the Note and Mortgage) shall be changed from September 10, 2015 to June 10, 2014. All references in the Mortgage to the phrase "September 10, 2015" are hereby deleted in their entirety and replaced with the phrase "June 10, 2014", and the phrase "Maturity Date" shall be amended to be defined as June 10, 2014.
- 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:



Kevin S. Fox

MORTGAGEE:

TCF NATIONAL BANK

By: 

Cyndy G. Gatties
Its: Vice President

By: 

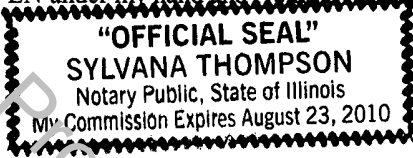
Norene A. Meadows
Its: Loan Closing Officer

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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 Kevin S. Fox, 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 26th day of May, 2009



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 Cyndy G. Gatties and Norene A. Medows, as Vice President and Loan 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 instrument as their free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of May, 2009.

Notary Public

OFFICIAL SEAL
PAULETTE BROUWER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06-11-12

County Clerk's Office

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EXHIBIT A

TO

SECOND AMENDMENT TO MORTGAGE

DATED AS OF THIS **10TH** DAY OF **MAY, 2009** BETWEEN

KEVIN S. FOX

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOT 1 AND THE NORTH 5 FEET OF LOT 2 IN SCHROEDERS SUBDIVISION OF BLOCK 24 (EXCEPT THE WEST 54 FEET AND EXCEPT THE SOUTH 150 FEET) IN RAILROAD ADDITION TO HARLEM IN SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 15-12-426-019-0000

COMMONLY KNOWN AS: 201 MARENGO, FOREST PARK, ILLINOIS 60130.

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
800 BURR RIDGE PARKWAY
BURR RIDGE, ILLINOIS 60527
ATTN: COMML LENDING DEPT 380-04-0

Property of Cook County Clerk's Office