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Doc#: 0920945033 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/28/2009 11:57 AM Pg: 1 of 6

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 380-04-0
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department

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This Second Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Second Amendment") is dated as of July 1, 2009, and is made between NORTH STAR TRUST COMPANY, successor trustee to GREATPAC TRUST COMPANY, successor trustee to MARINE TRUST AND INVESTMENT COMPANY, as trustee, under trust agreement dated December 10, 1998 and known as trust number 80-5007 ("Mortgagor") whose address is 500 W Madison St., Chicago IL. 60661 ("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 Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement in favor of the Mortgagee dated as of April 12, 2004 and recorded April 21, 2004, as document number 0411233140 and First Amendment to Commercial Mortgage dated as of April 15, 2009 and recorded on May 15, 2009 as document number 0913533004 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 \$6,500,000.00 which note was amended by that certain First Note Modification Agreement dated April 15, 2009, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on July 1, 2009. As of the date hereof, the outstanding principal balance due is \$5,452,069.96.
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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A. That the Second (2nd) paragraph on page One (1) is hereby deleted in its entirety, and the following is substituted in its place:

Whereas, Mortgagor has executed an amended and restated Commercial Mortgage Installment Note Fixed Rate dated July 1, 2009 in the principal amount of Five Million Four Hundred Fifty-Two Thousand Sixty-Nine and 96/100 Dollars (\$5,452,069.96), payable to Mortgagee and due July 1, 2014 ("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. That the following is hereby added to Section Two (2), **DEFINITIONS**, Sub-section (D) on Page Five (5) of the Mortgage is hereby added and made a part hereof:

(xix) any tenant or lessee of the Premises should vacate, cease to operate at or otherwise abandon such Premises as determined by the Mortgagee in its sole discretion, or any default by such tenant or lessee in performing or observing any of the terms covenants or conditions of that tenant's or lessee's lease of such Premises;

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:

NORTH STAR TRUST COMPANY, as Successor trustee to GREATBANC TRUST COMPANY, Successor trustee to MARINE TRUST AND INVESTMENT COMPANY as Trustee under Trust Agreement dated December 10, 1998 and known as Trust Number 80-5007 and not personally

By: Laurel D. Thorpe
Its: **Trust Officer**

By: Silvia Medina
Its: **Trust Officer**

Trustee's Expiration Rider Attached Hereto And Made A Part Hereof

MORTGAGEE:

TCF NATIONAL BANK

By: Steven D. Wyent
Its: **Vice President**

By: Barbara Kaminski
Its: **Loan Closing Officer**

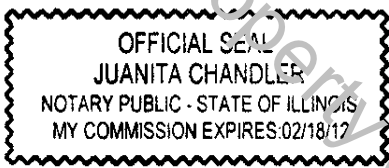
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STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Laurel D. Thorpe and Silvia Medina of NORTHSTAR BANK COMPANY, a corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Trust Officer and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of July, 2009.

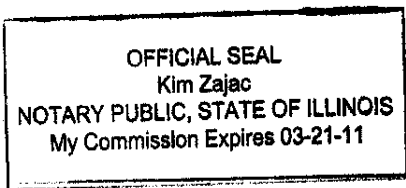


Juanita Chandler
Notary Public

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 Steven D. Wyent 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 16th day of July, 2009.



Kim Zajac
Notary Public

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EXHIBIT A

TO

SECOND AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT

AND

FINANCING STATEMENT

DATED AS OF JULY 1, 2009 BETWEEN

NORTH STAR TRUST COMPANY AS SUCCESSOR TRUSTEE TO GREATBANC TRUST
COMPANY, SUCCESSOR TRUSTEE TO MARINE TRUST AND INVESTMENT COMPANY AS
TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 1998 AND KNOWN AS
TRUST NUMBER 80-5007

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOT 1 IN THE PORTUL BEING A RESUBDIVISION OF PART OF LOT 5 IN GEO. KIRCHOFF ESTATE SUBDIVISION IN SECTION 7, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND FORMERLY KNOWN AS THAT PART OF LOT 5 IN GEORGE KIRCHOFF ESTATE SUBDIVISION OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTIONS 7 AND 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID SECTION 7 THAT IS DISTANCE 17.82 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7 AND THE SOUTHWEST CORNER OF SAID LOT 5, SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION 13, THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 7, BEING ALSO THE WEST LINE OF SAID LOT 5, FOR A DISTANCE OF 1,649.08 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF RAND ROAD AS THE SAME IS NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF RAND ROAD FOR A DISTANCE OF 265.92 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 28.28 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID CENTERLINE OF RAND ROAD FROM A POINT THEREON THAT IS DISTANCE 293.00 FEET SOUTHEASTERLY OF THE WEST LINE OF SAID SECTION 7 (AS MEASURED ALONG SAID CENTERLINE), SAID POINT ON THE PERPENDICULAR LINE BEING DISTANT 70.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF RAND ROAD (AS MEASURED ALONG SAID PERPENDICULAR LINE), THENCE SOUTHWESTERLY ALONG SAID LINE DRAWN PERPENDICULAR TO THE CENTERLINE OF RAND ROAD, FOR A DISTANCE OF 83.02 FEET TO A POINT THAT IS DISTANT 96.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7, AS MEASURED PERPENDICULAR TO SAID WEST LINE FROM A POINT THEREON THAT IS 320.94 FEET SOUTH OF SAID CENTERLINE OF RAND ROAD; THENCE SOUTH ALONG A LINE PARALLEL TO AND 96.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7 FOR A DISTANCE OF 195.06 FEET; THENCE SOUTH 04 DEGREES, 19 MINUTES, 11 SECONDS WEST, 6.94 FEET TO A POINT FOR A PLACE OF BEGINNING, A SOUTHERLY EXTENSION OF SAID LAST DESCRIBED LINE BEARING SOUTH 04 DEGREES 19 MINUTES 11 SECONDS WEST IS DRAWN THROUGH A POINT 669.21 FEET NORTH AND 55.00 FEET EAST OF THE NORTHEAST CORNER OF SAID SECTION 13, AS MEASURED ALONG THE WEST LINE OF SAID SECTION 7 AND ALONG A LINE AT RIGHT ANGLES THERETO, SAID PLACE OF BEGINNING BEING ON A SOUTHEASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE CONTINUING ALONG THE AFOREDESCRIBED LINE BEARING SOUTH 04 DEGREES 19 MINUTES 11 SECONDS WEST, 326.32 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF WOODS DRIVE (FORMERLY RANDHAVEN LANE) ACCORDING TO THE PLAT OF DEDICATION RECORDED JULY 30, 1974 AS DOCUMENT NO. 22797785; THENCE SOUTH 85 DEGREES 40 MINUTES 49 SECONDS EAST ALONG SAID NORTHERLY LINE OF WOODS DRIVE 8.63 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THE

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FOLLOWING TWO COURSES ARE ALONG THE NORTHERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249, AFORESAID; THENCE NORTH 81 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 122.37 FEET; THENCE NORTH 66 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 405.01 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED BY INSTRUMENT RECORDED DECEMBER 10, 1940 AS DOCUMENT NO. 12592033; THENCE NORTH 43 DEGREES 54 MINUTES 03 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED, A DISTANCE OF 458.87 FEET TO THE SOUTHEASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249 IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS; THENCE SOUTH 39 DEGREES 59 MINUTES 19 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTHEASTERLY LINE, A DISTANCE OF 244.53 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1775 RAND ROAD, ARLINGTON HEIGHTS, IL 60004

P.I.N.: 03-07-301-003-0000

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
800 Burr Ridge Parkway 380-04-0
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department

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GENERAL DOCUMENT EXONERATION RIDER

THIS DOCUMENT IS EXECUTED BY NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST NO. 80-5007 AS AFORESAID, IN THE EXERCISE OF POWER AND AUTHORITY CONFERRED UPON AND VESTED IN SAID TRUSTEE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING IN SAID DOCUMENT CONTAINED SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON SAID TRUSTEE PERSONALLY TO PAY ANY INDEBTEDNESS ACCRUING THEREUNDER OR TO PERFORM ANY COVENANTS, EITHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES, INDEMNIFICATION AND HOLD HARMLESS REPRESENTATIONS IN SAID DOCUMENT (ALL LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) AND THAT SO FAR AS SAID TRUSTEE IS CONCERNED THE OWNER OF ANY INDEBTEDNESS OR RIGHT ACCRUING UNDER SAID DOCUMENT SHALL LOOK SOLELY TO THE PREMISES DESCRIBED THEREIN FOR THE PAYMENT OF ENFORCEMENT THEREOF, IT BEING UNDERSTOOD THAT SAID TRUSTEE MERELY HOLDS LEGAL TITLE TO THE PREMISES DESCRIBED THEREIN AND HAS NO CONTROL OVER THE MANAGEMENT THEREOF OR THE INCOME THEREFROM, AND HAS NO KNOWLEDGE RESPECTING ANY FACTUAL MATTER WITH RESPECT TO SAID PREMISES, EXCEPT AS REPRESENTED TO IT BY THE BENEFICIARY OR BENEFICIARIES OF SAID TRUST. IN EVENT OF CONFLICT BETWEEN THE TERMS OF THIS RIDER AND OF THE AGREEMENT TO WHICH IT IS ATTACHED, ON ANY QUESTIONS OF APPARENT LIABILITY OR OBLIGATION RESTING UPON SAID TRUSTEE, THE PROVISIONS OF THIS RIDER SHALL BE CONTROLLING.

Cook County Clerk's Office