



Doc#: 0923633031 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/24/2009 09:35 AM Pg: 1 of 4

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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

This space reserved for Recorder's use only.

This Second Amendment to Mortgage ("Second Amendment") is dated as of this 7<sup>th</sup> day of August, 2009 and is made between Tectonics, L.L.C., an Illinois limited liability company, whose address is 16W572 Hillside Lane, Hinsdale, Illinois 60521 ("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 November 2, 2001 and recorded November 6, 2001 as document number 0011041651 and that certain First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated November 9, 2006 and recorded November 16, 2006 as document number 0632042008 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 Mortgagee pursuant to a promissory note in the original principal amount of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00), payable to Mortgagee and executed jointly and severally by Mortgagee ("Note").
3. The principal balance of the Note is due and payable on November 10, 2011. As of the date hereof, the outstanding principal balance due is \$839,968.30.
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:

- A. That the second (2<sup>nd</sup>) paragraph of page one (1) is hereby deleted in its entirety, and the following is substituted in its place:

Box 400-CTCC

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2. Whereas, Mortgagor has executed a promissory note dated **November 2, 2001** in the original principal amount of **Nine Hundred Thousand 00/100 Dollars (\$900,000.00)**, payable to Mortgagee and due on **November 10, 2011** ("Note A 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 A") and a commercial mortgage revolving note dated **August 7, 2009** in the original principal amount of **Three Hundred Thousand and 00/100 Dollars (\$300,00.00)**, payable to Mortgagee and due on **August 7, 2011** ("Note B 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 B") (**Note A and Note B hereinafter individually and collectively, the "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 with or 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. 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:**

TECTONICS, L.L.C.,  
an Illinois limited liability company

By: 

William A. Rogers  
Its: Member

**MORTGAGEE:**

TCF NATIONAL BANK

By: 

Mark Holladay  
Its: Assistant Vice President

By: 

Norene Meadows  
Its: Commercial Closing Officer

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

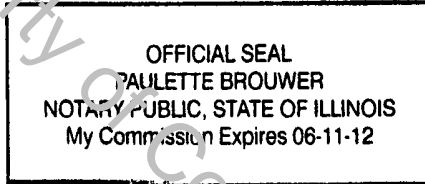
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that William A. Rogers, personally known to me to be the same person whose name is as member of TECTONICS, L.L.C., an Illinois limited liability company subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of August, 2009.

*Paulette Brouwer*

Notary Public

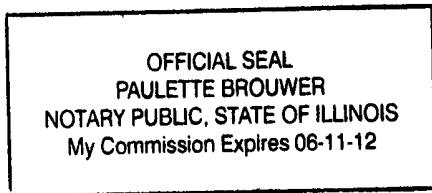
STATE OF ILLINOIS  
COUNTY OF COOK



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark Holladay and Norene Medows as Assistant Vice President and Commercial 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 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 17<sup>th</sup> day of August, 2009.

*Paulette Brouwer*  
NOTARY PUBLIC



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**EXHIBIT A**

To

SECOND AMENDMENT TO MORTGAGE

DATED AS OF THIS 7<sup>TH</sup> DAY OF AUGUST, 2009 BETWEEN  
TECTONICS, L.L.C. an Illinois limited liability company

AND

**TCF NATIONAL BANK**

**LEGAL DESCRIPTION**

LOT 2 IN LOUIS E. SASS MEMORIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ELK GROVE, COOK COUNTY, ILLINOIS.

P.I.N. 08-22-301-029-0000

COMMONLY KNOWN AS: 1000-30 E. HIGGINS ROAD, ELK GROVE VILLAGE, IL 60007

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