

8457819/0P-14

TCF NATIONAL BANK

**FIRST AMENDMENT TO JUNIOR  
MORTGAGE**

PREPARED BY AND AFTER RECORDING MAIL TO:

TIMOTHY S. BREEMS  
Ruff, Weidenhaar & Reidy, Ltd.  
222 N. LaSalle Street, Suite 700  
Chicago, IL 60601



Doc#: 1002835023 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/28/2010 10:09 AM Pg: 1 of 5

This Box For Recorder's Use Only

This FIRST AMENDMENT TO JUNIOR MORTGAGE ("Amendment") is made as of October 1, 2009 by and between Astoria Plaza, Inc., an Illinois corporation ("Mortgagor"); and TCF National Bank, a national banking association (hereinafter referred to as "Mortgagee").

**RECITALS**

WHEREAS, GX Orland Park 2, LLC, an Illinois limited liability company ("GX2"); GX Orland Park 3, LLC, an Illinois limited liability company ("GX3") (GX2 and GX3 are hereinafter collectively referred to as "Borrowers") have executed a promissory note dated April 17, 2007 in the initial principal amount not to exceed Four Million Four Hundred Thousand Dollars (\$4,400,000.00) as increased to a principal amount not to exceed Four Million Six Hundred Fifty Thousand Dollars (\$4,650,000.00) and modified by that certain First Modification Agreement to Commercial Mortgage Non-Revolving Note and Construction Loan Agreement dated January 3, 2008 ("First Modification Agreement") between Borrowers and Mortgagee, as modified that certain Second Modification Agreement to Commercial Mortgage Non-Revolving Note and Construction Loan Agreement dated May 1, 2008 ("Second Modification Agreement") between Borrowers and Mortgagee, as modified by that certain Third Modification Agreement to Commercial Mortgage Non-Revolving Note and Construction Loan Agreement dated September 1, 2008 ("Third Modification Agreement") between Borrowers and Mortgagee, as modified by that certain Fourth Modification Agreement to Commercial Mortgage Non-Revolving Note and Construction Loan Agreement dated December 1, 2008 ("Fourth Modification Agreement") between Borrowers and Mortgagee, as increased to the principal amount not to exceed Five Million Twenty Eight Thousand Dollars (\$5,028,000.00) and modified by that certain Fifth Loan Increase and Modification Agreement dated January 1, 2009 ("Fifth Modification Agreement") between Borrowers, Demetri Gofis, John Xenos and Demetri Gofis LLC, an Illinois limited liability company (hereinafter each individually referred to as a "Guarantor" and collectively referred to as the "Guarantors") and Mortgagee, as modified by that certain Sixth Loan Modification dated May 18, 2009 ("Sixth Modification Agreement") between Borrowers, Guarantors and Mortgagee, and as modified by that certain Seventh Loan Modification and

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Extension Agreement of even date herewith (the "Seventh Modification Agreement") between Borrowers, Guarantor and Mortgagor (the "Note"). One of the Guarantors, who owns and controls in part each of Borrowers, also owns and controls the Mortgagor.

WHEREAS, the loan indebtedness evidenced by the Note is evidenced or secured in part by that certain Junior Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated January 1, 2009 made by Mortgagor to Mortgagee and recorded with the Cook County Recorder of Deeds on May 28, 2009 as Document No. 0914833120 (the "Mortgage") relating to and encumbering the real property located in Cook County, Illinois and legally described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Borrowers and Guarantors desire to extend the Maturity Date of the loan evidenced by the Note and modify the due date of each monthly installment of interest under the Note pursuant to the terms and conditions of the Seventh Modification Agreement; and

WHEREAS, to induce Mortgagee to extend the Maturity Date of the loan evidenced by the Note and modify the due date of each monthly installment of interest under the Note and enter into the Seventh Modification Agreement, Mortgagor has offered to execute and deliver to the Mortgagee this Amendment to modify the Mortgage to evidence the extension of the Maturity Date referenced in the Mortgage and provide that the Mortgage continues in full force and effect to secure the Note as modified and extended by the Seventh Modification Agreement. Mortgagee has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Mortgagor hereby agrees with Mortgagee as follows:

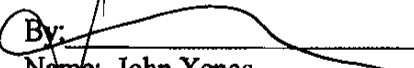
1. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Amendment.
2. The Mortgage is hereby modified:
  - A. Such that any reference in the Mortgage to "Maturity Date" is hereby modified to mean April 1, 2010; and
  - B. Such that any reference in the Mortgage to "Note" shall mean the Note as modified and extended by the Seventh Modification Agreement.
3. Mortgagor shall pay to the Mortgagee all out-of-pocket costs and expenses incurred by Mortgagee in connection with this First Amendment.
4. In all respects, other than those expressly amended, modified or supplemented hereby, Mortgagor does hereby ratify and confirm the provisions, terms and conditions of the Mortgage.

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year above written.

Address:  
3801 Spyglass Circle  
Palos Heights, IL 60463

**MORTGAGOR**  
Astoria Plaza, Inc.,  
an Illinois corporation

By:   
Name: John Xenos  
Title: President

STATE OF ILLINOIS)

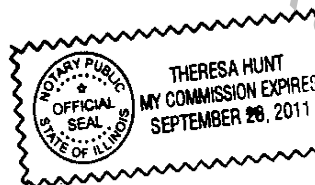
COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John Xenos, personally known to me to be the same person whose name is as President of Astoria Plaza, Inc., an Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she, being thereunto duly authorized, signed and delivered said instrument as her own 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 26 day of October, 2009.

My Commission Expires: 9/28/2011

  
Notary Public



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EXHIBIT A  
To  
FIRST AMENDMENT TO JUNIOR MORTGAGE\_\_

LEGAL DESCRIPTION

PARCEL 1:

LOTS 11, 12, 13 IN BLOCK 8 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO SUBDIVISION OF THE EAST ¼ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 22, AS CONDEMNED FOR WIDENING CRAWFORD AVENUE IN CASE 443985 SUPERIOR COURT), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 14, 15, 17 AND 18 IN BLOCK 8 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO SUBDIVISION OF THE EAST ¼ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 22, AS CONDEMNED FOR WIDENING CRAWFORD AVENUE IN CASE 443985 SUPERIOR COURT), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 16 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BLOCK 8 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO OF THE EAST ¼ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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**PERMANENT INDEX NUMBERS:**

19-22-215-031-0000  
19-22-215-032-0000  
19-22-215-033-0000  
19-22-215-034-0000  
19-22-215-035-0000  
19-22-215-036-0000  
19-22-215-037-0000  
19-22-215-038-0000

Address: 6430 - 6450 S. Pulaski Avenue, Chicago, IL

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_