

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

TCF NATIONAL BANK
COMMERCIAL LENDING
DIVISION
800 BURR RIDGE PARKWAY
BURR RIDGE, IL 60527



Doc#: 1025708019 Fee: \$48.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/14/2010 01:38 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:

TCF NATIONAL BANK
COMMERCIAL LENDING
DIVISION
800 BURR RIDGE PARKWAY
BURR RIDGE, IL 60527

FOR RECORDER'S USE ONLY

6M

This Modification of Mortgage prepared by:

TCF NATIONAL BANK
800 BURR RIDGE PARKWAY
BURR RIDGE, IL 60527

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 20, 2010, is made and executed between EAGLE LIMITED PARTNERSHIP, whose address is 308 W ERIE STREET SUITE 705, CHICAGO, IL 60610 (referred to below as "Grantor") and TCF NATIONAL BANK, whose address is 800 BURR RIDGE PARKWAY, BURR RIDGE, IL 60527 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 20, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

August 27, 2009 as document number 0923911011.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8100 S. WESTERN AVENUE & 10456 S. HALSTED STREET, CHICAGO, IL 60620. The Real Property tax identification number is 19-36-223-021-0000, 19-36-223-022-0000, 19-36-223-023-0000, 19-36-223-024-0000, 25-17-215-066-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The word "Note" means the promissory note dated August 20, 2010, in the original principal amount of \$500,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 3.25% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on August 20, 2011. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning September 20, 2010, with all subsequent interest payments to be due on the

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 110225

Page 2

same day of each month after that. If the Index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be less than 4.75% or more than the maximum rate allowed by applicable law.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EXHIBIT "A". An exhibit, titled "EXHIBIT "A," is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 20, 2010.

GRANTOR:

EAGLE LIMITED PARTNERSHIP

GLAZIER CORPORATION, General Partner of EAGLE LIMITED PARTNERSHIP

By: 
JOSHUA GLAZIER, President of GLAZIER CORPORATION

LENDER:

TCF NATIONAL BANK

x 
Steven D. Wyent, Vice President

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 110225

Page 3

PARTNERSHIP ACKNOWLEDGMENT

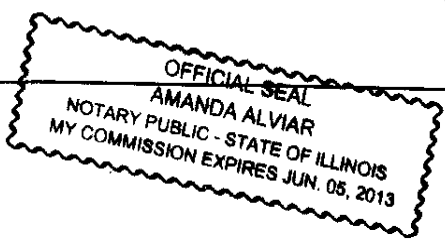
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 30th day of August, 2010 before me, the undersigned Notary Public, personally appeared **JOSHUA GLAZIER, President of GLAZIER CORPORATION, General Partner of EAGLE LIMITED PARTNERSHIP**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Amanda Alviar Residing at 308 W Erie #705
Chicago IL 60654

Notary Public in and for the State of IL

My commission expires JUN 05, 2013



Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 110225

Page 4

LENDER ACKNOWLEDGMENT

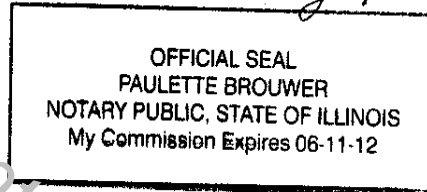
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 30th day of August, 2010 before me, the undersigned Notary Public, personally appeared **Steven D. Wyant** and known to me to be the **Vice President**, authorized agent for **TCF NATIONAL BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **TCF NATIONAL BANK**, duly authorized by **TCF NATIONAL BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **TCF NATIONAL BANK**.

By Paulette Brouwer
 Notary Public in and for the State of Illinois

Residing at 800 Burr Ridge Pkwy
Burr Ridge, Ill. 60527

My commission expires 06-11-12



[Handwritten signature]

UNOFFICIAL COPY

EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Mortgage, dated August 20, 2010, and executed in connection with a loan or other financial accommodations between TCF NATIONAL BANK and EAGLE LIMITED PARTNERSHIP and JOSHUA GLAZIER.

PARCEL 1:

LOTS 17 THRU 24 IN BLOCK 1 IN THORNTON HALL'S WASHINGTON HEIGHTS SUBDIVISION OF BLOCKS 1, 2, 3, AND 4 IN HETT'S SECTION 17 ADDITION TO WASHINGTON HEIGHTS BEING IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 10456 S. HALSTED ST., CHICAGO IL 60628

P.I.N.: 25-17-215-066-0000

PARCEL 2:

LOTS 1, 2, 3, AND 4 IN BLOCK 1 IN HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 TO 24, BOTH INCLUSIVE IN BLOCK 1; LOTS 1 TO 24, BOTH INCLUSIVE IN BLOCK 2; LOTS 1, 2, 10 TO 20, BOTH INCLUSIVE IN BLOCK 3; LOTS 1 TO 10 BOTH INCLUSIVE, IN BLOCK 4; LOTS 1 TO 10, BOTH INCLUSIVE IN BLOCK 5 ALL IN HAZELWOOD AND WRIGHT'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8100 S. WESTERN AVE., CHICAGO IL. 60620

PIN: 19-36-223-021-0000, 19-36-223-022-0000, 19-36-223-023-0000, 19-36-223-024-0000

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

THIS EXHIBIT "A" IS EXECUTED ON AUGUST 20, 2010.

GRANTOR:

EAGLE LIMITED PARTNERSHIP

GLAZIER CORPORATION, General Partner of EAGLE LIMITED PARTNERSHIP

By: 
JOSHUA GLAZIER, President of GLAZIER CORPORATION

UNOFFICIAL COPY

Loan No: 110225

EXHIBIT "A"
(Continued)

Page 2

LENDER:

TCF NATIONAL BANK

x 
 Steven D. Wyant, Vice President

© 2010 Lending, Ver. 6.44.00.002. Copy. Harford Financial Solutions, Inc. 12/07, 2010. All Rights Reserved. - IL ECFRPLUG201.FC 7A-686 PR-1

Property of Cook County Clerk's Office

