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TCF NATIONAL BANK

**FIRST AMENDMENT TO
MORTGAGE**

PREPARED BY AND AFTER RECORDING MAIL TO:

LINDSAY A. FISHER
Kuff, Weidenaar & Reidy, Ltd.
222 N. LaSalle Street, Suite 700
Chicago, IL 60601
Cook



Doc#: 1031208110 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/08/2010 12:05 PM Pg: 1 of 5

This Box For Recorder's Use Only

This FIRST AMENDMENT TO MORTGAGE ("Amendment") is made October __, 2010 to be effective as of September 21, 2010 by and between Sandhu Petroleum Corporation Number 2, an Illinois corporation ("Mortgagor"); and TCF National Bank, a national banking association (hereinafter referred to as "Mortgagee").

RECITALS

WHEREAS, Mortgagor, Sandhu Decatur LLC - Borchers, an Illinois series limited liability company ("Borchers"), Sandhu Petroleum, Inc., an Illinois corporation ("SPI"), Sandhu Enterprises, Inc., an Illinois corporation ("SEI"), Sandhu Decatur LLC - Forsyth, an Illinois series limited liability company ("Forsyth"), Sandhu Decatur LLC - Wyckles, an Illinois series limited liability company ("Wyckles"), and Sandhu Decatur LLC, an Illinois limited liability company ("Decatur") and Harjinder Singh, a married man ("Singh"), are indebted to Mortgagee in the principal amount not to exceed Two Million One Hundred Thousand and 00/100 Dollars (\$2,100,000.00) with interest thereon as evidenced by that certain Commercial Mortgage Installment Note dated May 28, 2009, as modified, in the principal amount of Two Million One Hundred Thousand and 00/100 Dollars (\$2,100,000.00), payable to Mortgagee and due on June 1, 2014 and liability for which is additionally assumed by that certain Loan Modification and Loan Assumption Agreement among Mortgagor, Borchers, SPI, SEI, Forsyth, Wyckles and Decatur, Singh and his spouse (collectively "Guarantors"), and Mortgagee dated April 8, 2010, 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 ("Term Note").

WHEREAS, each of the initial makers of the Term Note is owned and controlled by the Guarantors who own and control Sandhu Decatur LLC - Barrington, an Illinois series limited liability company ("Barrington"). SPI, SEI, Sandhu Petroleum Corporation Number 2, an Illinois corporation ("SPC No. 2"), and Barrington are indebted to Mortgagee under a revolving line of credit in the outstanding principal amount not to exceed \$1,250,000.00 as evidenced by that certain Commercial Mortgage Non-Revolving Line of Credit Note in the principal amount not to exceed

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\$850,000.00 dated December 21, 2006, as modified by that certain Loan Modification and Extension Agreement dated June 21, 2008 executed and delivered by SPI, SEI and Barrington to Mortgagee, that certain Second Loan Modification Agreement dated May 28, 2009 executed and delivered by SPI, SEI, Barrington and Guarantors to Mortgagee, that certain Third Loan Modification and Extension Agreement dated as of June 21, 2010 executed and delivered by SPI, SEI, Barrington and Guarantors to Mortgagee, and as additionally assumed by SPC No. 2, increased to a principal amount not to exceed \$1,250,000.00, extended to a maturity date of September 21, 2011, and modified by that certain Fourth Loan Modification and Extension Agreement of even date herewith (the "Fourth Modification Agreement") executed and delivered by SPI, SEI, SPC No. 2, Barrington and Guarantors to Mortgagee (the "Barrington Note");

WHEREAS, Decatur, Barrington, SPI and SEI are indebted to Mortgagee (1) in the principal amount not to exceed Five Hundred Forty Eight Thousand and 00/100 Dollars (\$548,000.00) with interest thereon as evidenced by a promissory note of even date herewith in the principal amount of Five Hundred Forty Eight Thousand and 00/100 Dollars (\$548,000.00), payable to Mortgagee and due on December 1, 2015 (the "Palatine Purchase Note"); and (2) in the principal amount not to exceed Sixty Thousand and 00/100 Dollars (\$60,000.00) with interest thereon as evidenced by a promissory note of even date herewith in the principal amount of Sixty Thousand and 00/100 Dollars (\$60,000.00), payable to Mortgagee and due on December 1, 2015 (the "Palatine Equipment Note"). The Term Note, Barrington Note, Palatine Purchase Note and Palatine Equipment Note are collectively hereinafter referred to as the "Notes." Mortgagor, SPI, SEI, Singh, Borchers, Wyckles, Forsyth, Decatur and Barrington are hereinafter collectively referred to as the "Borrowers";

WHEREAS, the loan indebtedness evidenced by each of the Term Note and Barrington Note is evidenced or secured in part by that certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated May 28, 2009 made by Mortgagor to Mortgagee and recorded with the Cook County Recorder of Deeds on June 4, 2009 as Document No. 0915522087 as modified (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, SPI, SPC No. 2, SEI, Barrington and Guarantors desire to have SPC No. 2 additionally assume liability under the loan evidenced by the Barrington Note, increase the principal amount of the Barrington Note to a principal amount not to exceed \$1,250,000.00, extend the Maturity Date of the loan evidenced by the Barrington Note to September 21, 2011 and otherwise modify certain terms of the loan evidenced by the Barrington Note pursuant to the terms and conditions of the Fourth Modification Agreement; and

WHEREAS, to induce Mortgagee to consent to additional loan assumption by SPC No. 2, increase the principal amount of the Barrington Note to a principal amount not to exceed \$1,250,000.00, extend the maturity date of the loan evidenced by the Barrington Note to September 21, 2011 and otherwise modify certain terms of the loan evidenced by the Barrington Note and enter into the Fourth Modification Agreement and to make the aforesaid loans to Decatur, Barrington, SPI and SEI evidenced by the Palatine Purchase Note and Palatine Equipment Note, Mortgagor has offered to execute and deliver to the Mortgagee this Amendment to modify the Mortgage to evidence the extension of the maturity date of the loan evidenced by the Barrington Note referenced in the

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Mortgage to be September 21, 2011, provide that the Mortgage continues in full force and effect to secure the Barrington Note as increased, modified and extended by the Fourth Modification Agreement and to provide that the Mortgage additionally secures each of the loans evidenced by the Palatine Purchase Note and the Palatine Equipment Note (collectively the "Palatine Loans") and any of the documents evidencing or securing the Palatine Loans or either of them (collectively the "Additional Loan Documents"). 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 the maturity date of the loan evidenced by the Barrington Note is hereby modified to mean September 21, 2010;
 - B. Such that any reference in the Mortgage to the Barrington Note shall mean the Barrington Note as increased to a principal amount not to exceed \$1,250,000.00, extended and modified by the Fourth Modification Agreement; and
 - C. To provide that such Mortgage shall secure, without limitation, each and all of the loans evidenced by each and all of the Notes, including without limitation the Palatine Loans, such that any reference in the Mortgage to the term "Notes" or "Note" shall mean all or each, as the case may be, of the Term Note, Barrington Note, Palatine Purchase Note and Palatine Equipment Note, and any reference in the Mortgage to the term "Liabilities" shall additionally include without limitation any and all liabilities, obligations and indebtedness including interest accruing on and under each of said Notes owing by any of Mortgagor, Borrowers, Guarantor, or any of the makers of the Notes to Mortgagee.
3. Mortgagor acknowledges and agrees with the Mortgagee that the Mortgage as modified herein is a valid obligation of Mortgagor and enforceable in accordance with the terms and provisions thereof; that the security interest or lien granted under the Mortgage as modified herein is valid and enforceable against the Premises, Mortgagor or others and enforceable liens and security interests against the collateral described therein. Mortgagor hereby represents, covenants and warrants to the Mortgagee that as of the date hereof, Mortgagor has no claims, counterclaims, defenses, or set-offs with respect to the Mortgage, loans or indebtedness evidenced by any of the Notes, any of the terms, covenants or conditions of the Mortgage as modified herein, or any documents or instruments evidencing or securing any of the loans evidenced by any of the Notes (the "Loan Documents"), any such claims, counterclaims, defenses, or set-offs being hereby fully waived. Mortgagor for itself and its successors and assigns, forever releases the Mortgagee and its agents, attorneys, servants, employees, officers, successors and assigns (hereinafter collectively "Releasees"), from any and all claims, demands, actions or causes of action, of whatever kind or

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nature, in law or equity, including but not limited to, all matters and consequences arising out of the transactions evidenced by the Mortgage as modified herein, the Loan Documents, or this Amendment. It is further expressly understood and agreed that the Release contained in this Paragraph 3 is intended to cover, and does cover, not only all known losses or damages which Mortgageor claims or may claim to have sustained, but also includes any and all future losses or damages, not now known or anticipated, but which may later develop or be or become discovered, and including all effects and consequences thereof, and shall further include and cover any and all further or additional facts or circumstances whether known or unknown, now or in the future, to Mortgageor or to Releasees or to their respective personal representatives, successors or assigns.

4. Mortgageor shall pay to the Mortgagee all out-of-pocket costs and expenses incurred by Mortgagee in connection with this Amendment, including without limitation all recording charges, title insurance premiums and costs and attorneys' fees.

5. In all respects, other than those expressly amended, modified or supplemented hereby, Mortgageor does hereby ratify, confirm and reaffirm the provisions, terms and conditions of the Mortgage.

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

MORTGAGOR

Address:
140 Hawthorn Road
Barrington Hills, IL 60010

Sandhu Petroleum Corporation Number 2,
an Illinois corporation
By: Harjinder Singh
Name: Harjinder Singh
Title: President

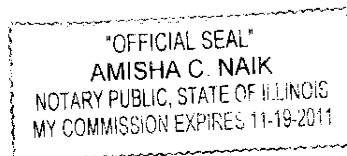
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Harjinder Singh, personally known to me to be the same person whose name as President of Sandhu Petroleum Corporation Number 2, an Illinois corporation, is 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 acts and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of OCTOBER, 2010.

AMISHA C. NAIK
Notary Public

My Commission Expires: 11-19-2011



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EXHIBIT A
TO FIRST AMENDMENT TO MORTGAGE
LEGAL DESCRIPTION

PARCEL ONE:

LOT "C" IN WESTWOOD, BEING MILLS AND SONS SUBDIVISION IN THE WEST 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 12-25-316-111-0000

Address: 7750 W. Grand Avenue, Elmwood Park, IL

PARCEL TWO:

LOTS 1, 2, 3 AND 4 IN BLOCK 28 IN S.E. GROSS' SUBDIVISION OF BLOCK 27 TO 42 BOTH INCLUSIVE IN DAUPHIN PARK SECOND ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 25-03-200-045-0000

Address: 401 E. 87th Street, Chicago, IL