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TCF NATIONAL BANK THIRD AMENDMENT TO Commercial MORTGAGE, Assignment of Rents, Security Agreement And Financing Statement



Doc#: 1032735147 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/23/2010 03:13 PM Pg: 1 of 4

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department

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This Third Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Third Amendment") is dated as of August 4, 2010 to be effective September 10, 2010, and is made between Paul Theodosis and Ioanna Theodosis, Trustee or their successors in trust under the Paul Theodosis and Ioanna Theodosis Living Trust, dated July 12, 2001, whose address is 401 Shawn Court, Wheeling, Illinois 60090 ("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 August 28, 2001 and recorded October 15, 2001, as document number 0010957136, that certain First Amendment to Mortgage dated October 10, 2006 and recorded December 12, 2006 as document number 0634655200 and that certain Second Amendment to Commercial Mortgage dated September 10, 2008 and recorded October 20, 2008 as document number 0829435012 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 \$300,000.00, a First Note Modification Agreement dated June 10, 2003, a Second Note Modification Agreement dated September 10, 2005, a Third Note Modification Agreement dated October 10, 2006 and that certain Fourth Note Modification Agreement dated September 10, 2008 payable to Mortgagee and executed jointly and severally by Mortgagor (as amended, "Note").
3. The principal balance of the Note is due and payable on September 10, 2010. As of the date hereof, the outstanding principal balance due is \$198,344.08.
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:

S Y
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SC Y
INT TO

Attorneys' Title Guaranty Fund, Inc.
1 S. Wacker Rd., STE 2400
Chicago, IL 60601
Attn: Search Department

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A. The Maturity Date (as such term is defined in Note) shall be changed from September 10, 2010 to September 10, 2015. All references in the Mortgage to the phrase "September 10, 2010" are hereby deleted in their entirety and replaced with the phrase "September 10, 2015", and the phrase "Maturity Date" shall be amended to be defined as September 10, 2015.

B. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect.

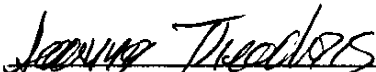
SIGNED AND DELIVERED IN Burr Ridge, Illinois by the parties hereto as of the day and year written above.

MORTGAGOR:

PAUL THEODOSIS AND IOANNA THEODOSIS,
TRUSTEES OR THEIR SUCCESSORS IN TRUST
UNDER THE PAUL THEODOSIS AND
IOANNA THEODOSIS LIVING TRUST, DATED
JULY 12, 2001.



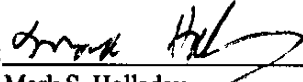
Paul Theodosis, Trustee



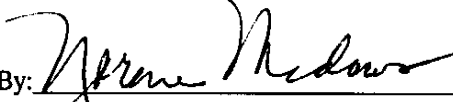
Ioanna Theodosis, Trustee

MORTGAGEE:

TCF NATIONAL BANK

By: 

Mark S. Holladay
Its: Assistant Vice President

By: 

Norene Medows
Its: Commercial Closing Officer

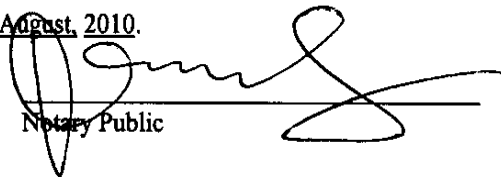
CLERK OF COOK COUNTY Clerk's Office

UNOFFICIAL COPY

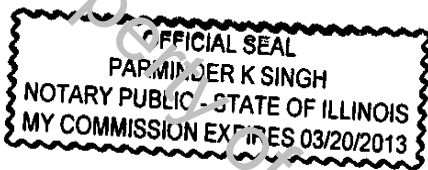
STATE OF ILLINOIS)
)ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Paul Theodosis and Ioanna Theodosis, personally known to me to be the same persons whose names are as trustees, respectively, under the Paul Theodosis and Ioanna Theodosis Living Trust dated July 12th, 2001, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Living Trust for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of August, 2010.



Notary Public



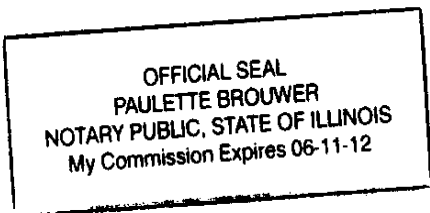
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark Holladay and Norene Medows, as Assistant 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 4th day of August, 2010.



Notary Public



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EXHIBIT A

To

THIRD AMENDMENT TO MORTGAGE

DATED AS OF AUGUST 4, 2010 BETWEEN

PAUL THEODOSIS AND IOANNA THEODOSIS, TRUSTEES OR THEIR SUCCESSORS IN TRUST UNDER THE PAUL THEODOSIS AND IOANNA THEODOSIS LIVING TRUST,

DATED JULY 12, 2001

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

PARCEL 1: UNITS 10-1A, 10-2A, 10-2B, 10-3A AND 10-3B IN PINE CREEK CONDOMINIUM AS DELINEATED ON A PLAT OF SURVEY OF CERTAIN PORTIONS OF THE SOUTHEAST ¼ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE CREEK CONDOMINIUM RECORDED AS DOCUMENT NO. 25781564, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER OUT-LOT "C" IN "THE NURSERY" PLAT OF PLANNED UNIT DEVELOPMENT AFORESAID, AS SET FORTH IN THE DECLARATION RECORDED JUNE 26, 1978 AS DOCUMENT 24507143 AND AS CREATED BY DEED RECORDED JUNE 26, 1978 AS DOCUMENT 24507144 AND AS CREATED BY DEED RECORDED JUNE 26, 1978 AS DOCUMENT 24507145, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER OUT-LOTS "A" AND "B" AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE CREEK HOMEOWNERS ASSOCIATION RECORDED FEBRUARY 20, 1981 AS DOCUMENT 25781563, FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 444 OSAGE LANE, PALATINE, ILLINOIS 60074

P.I.N.: 02-02-400-061-1104
02-02-400-061-1105
02-02-400-061-1106
02-02-400-061-1107
02-02-400-061-1108

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