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Doc#: 1104729078 Fee: \$46.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 02/16/2011 11:56 AM Pg: 1 of 5

TCF NATIONAL BANK
Eighth AMENDMENT
TO COMMERCIAL MORTGAGE,
Assignment of Rents, Security
Agreement And Financing Statement

PREPARED BY A. 'D AFTER RECORDING MAIL TO:

TCF NATIONAL B'AN'.
800 Burr Ridge Parky.aj'
Burr Ridge, Illinois 60327

Attn: Commercial Lending Lovartment

This space reserved for Recorder's use only.

This Eighth Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Eighth Amendment") is a sted as of November 10, 2010, and is made between Parkway Bank and Trust Company, trustee, NOT PERSONALLY, under Trust Agreement dated July 25, 2000 and known as Trust #12655, whose address is 4800 N. Harlem Avery, Harwood Heights, Illinois 60706 ("Mortgagor") and TCF National Bank, a national banking association ("Mortgagee"), with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527.

UNDERSTAND ONGS

- The Mortgagor executed a Mortgage in favor of the Mortgage dated as of August 17, 2000 and recorded October 19, 2000, as document number 00820786 and First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated September 10, 2015 and recorded on October 13, 2005 as document number 0528608017, Second Amendment to Commercial Mortgag, Assignment of Rents, Security Agreement and Financing Statement dated December 10, 2005 and recorded on February 1, 2006 as document number 0603256046, Third Amendment to Commercial Mortgage, Assignment of Reuts, Security Agreement and Financing Statement dated February 10, 2006 and recorded on March 23, 2006 as docur in number 0608254097, Fourth Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and rina ncing Statement dated February 10, 2009 and recorded on March 6, 2009 as document number 0906554029, Fig. 3 mendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated Mortgage and recorded on June 17, 2009 as document number 0916831097, Sixth Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated August 10, 2009 and recorded on September 11, 2009 as document number 0925454033, and Seventh Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated August 10, 2010 and recorded on October 5, 2010 as document number 1027822047 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 \$592,000.00, a First Note Modification Agreement dated May 10, 2003, a Second Note Modification Agreement dated September 10, 2005, a Third Note Modification Agreement dated December 10, 2005, a Fourth Note Modification Agreement dated February 10, 2006, a Fifth Note Modification Agreement dated May 10, 2009, a Seventh Note Modification Agreement dated May 10, 2009, a Seventh Note Modification Agreement dated August 10, 2009 and an Eighth Note Modification Agreement dated August 10, 2010 payable to Mortgagee and executed jointly and severally by Mortgagor (as amended, "Note").





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- 3. The principal balance of the Note is due and payable on November 10, 2010. As of the date hereof, the outstanding principal balance due is \$466.634.11.
- 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 Maturity Date (as such term is defined in the Mortgage) shall be changed from November 10, 2010 to January 10, 2011. All references in the Mortgage to the phrase "November 10, 2010" are hereby deleted in their entirety and replaced with the phrase "January 10, 2011" and the phrase "Maturity Date" shall be amended to be defined as January 10, 2011.
- B. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect.

upon the direction of it's beneficiaries

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

MORTGAGOR:	MORTGAGEE:
PARKWAY BANK AND TRUST COMPANY	TCF NATIONAL BANK
AS TRUSTEE, AND NOT PERSONALLY,	121
UNDER TRUST AGREEMENT DATED 7/25/0)	By: // // // /
AND KNOWN AS TRUST #12655	Cyfidy G. Gatties
7	Its: Vice President
By: STATEMENT D FOR TRUSTEB	
Its: CANOWLEDGEMENT AND	By: Dank 10 au
EEGOL SATION ATTACHED HERETO AND	Barbara Kaminski
By: MADE A PART HEREOF.	- Its: Commercial Closing Officer
Its:	
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STATE OF <u>ILLINOIS</u>)		
COUNTY OF)		
I, the undersigned, a Notary Public in and for the County and per are as and, as trustee, subscribed to the foregoing in	and State aforesaid, dorsonally known to me, respectively, of	to be the same persons whose names
, as trustee, subscribed to the foregoing in acknowledged to me that they, being thereunto duly autifree and voluntary act and as the free and voluntary act forth.	horized, signed and de	elivered said instrument as their own
GIVEN under ray hand and Notarial Seal this	day of	<u>, 2010</u> .
	Notary Public	
My commission expires:	•	
STATE OF <u>ILLINOIS</u>)		
COUNTY OF <u>COOK</u>)ss		
I, the undersigned, a Notary Public in and for the County T. Doering and Barbara Kaminski, as Senior Vice Preside National Bank, a national banking association subscribed person and acknowledged to me that they being duly aurand voluntary act and as the free and voluntary act of said	dent and Commercial (to the foregoing instru thorized, signed and d	Closing Officer, respectively, of TCF iment, appeared before me this day in elivered said instrument as their free
Given under my hand and Notarial Seal this _ A A Niday	y of Novemb	,2010.
My commission expires: Ob////2	<u>Paulit</u> Notary Public	the Groenway
	Paulette	AL SEAL Brouwer STATE OF ILLINOIS

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EIGHTH AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT DATED AS OF NOVEMBER 10, 2010, BETWEEN

Parkway Bank and Trust Company, trustee u/t/a dated 7/25/00 a/k/a trust #12655

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOTS 2', 19 AND 30 IN PRAIRIE AVENUE ADDITION TO AUSTIN IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS 1. Ox Coop

Ch.

Continue

C COMMONLY KNOWN AS: 149-55 N. MASON AVE., CHICAGO, IL 6064

P.I.N.: 16-08-413-001

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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MORTGAGE SIGNATURE, EXONERATION AND ACKNOWLEDGEMENT RIDER FOR EIGHTH AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

This EIGHTH AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in is as such Trustee (and said PARKWAY BANK & TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said PARKWAY BANK & TRUST COMPANY personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Truster at d its successors and said PARKWAY BANK & TRUST COMPANY personally are concerned, the I ga holder or holders of said Note and the owner or owners of any indebtedness a accruing hereunder shill look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lie. he by created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels here in described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, As Trus ee under Trust No. 12655 as aforesaid and not

personally,

SSISTANT TRUST OFFICER

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officer of PARKWAY BANK & TRUST COMPANY, is personally known to ane to be the same person whose name is subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on January 28, 2011.

(Notary Public)

LINDA A. TAYLOR

NOTARY PUBLIC, STATE OF ILLINOIS Ny Commission Expires 05/13/2012