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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 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 Eighth Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Eighth Amendment") is dated 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 Avenue, 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.

UNDERSTANDINGS

1. The Mortgagor executed a Mortgage in favor of the Mortgagee, 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, 2005 and recorded on October 13, 2005 as document number 0528608017, Second Amendment to Commercial Mortgage, 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 Rents, Security Agreement and Financing Statement dated February 10, 2006 and recorded on March 23, 2006 as document number 0608254097, Fourth Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated February 10, 2009 and recorded on March 6, 2009 as document number 0906554029, Fifth Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated May 10, 2009 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 February 10, 2009, a Sixth 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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STATE OF ILLINOIS)
)ss
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____ personally known to me to be the same persons whose names are as _____ and _____, respectively, of _____, as trustee, 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2010.

Notary Public

My commission expires: _____

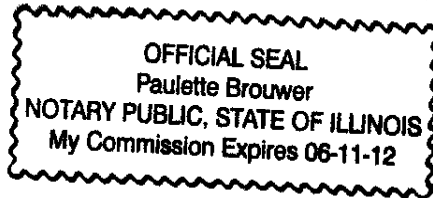
STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jeffrey T. Doering and Barbara Kaminski, as Senior Vice President and Commercial Closing Officer, respectively, 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 instrument as their free and voluntary act and as the free and voluntary act of said association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of November, 2010.

Paulette Brouwer
Notary Public

My commission expires: 06/11/12



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EXHIBIT A

TO

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

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOTS 28, 29 AND 30 IN PRAIRIE AVENUE ADDITION TO AUSTIN IN THE SOUTHEAST ¼ OF
SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS ✓

COMMONLY KNOWN AS: 149-55 N. MASON AVE., CHICAGO, IL 60644 ✓

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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EXHIBIT " B "

**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 it 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 Trustee and its successors and said PARKWAY BANK & TRUST COMPANY personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby 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 herein 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 Trustee under Trust No. 12655 as aforesaid and not personally,

By: _____

Steven Keeler
ASSISTANT 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 me 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.

Linda A Taylor

(Notary Public)

