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Doc#: 1108946017 Fee: \$42.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/30/2011 11:35 AM Pg: 1 of 3

TCF NATIONAL BANK
Third 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 380-04-0
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department

Doc#: Fee: \$8.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 03/30/2011 11:35 AM Pg: 0

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This Third Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Third Amendment") is dated as of March 01, 2011 and is made between Anthony Russo and Joseph Russo, whose address is 223 E. North Ave., Northlake IL 60164 as to lots 5 and 6 and Anna Russo whose address is 919 Norwood, Melrose Park, IL 60160 as to lots 7, 8, and 9 ("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 Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement in favor of the Mortgagee dated as of December 2, 2004 and recorded December 9, 2004, as document number 0434433161, that certain First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated March 19, 2009 and recorded April 8, 2009 as document number 0909833156 and that certain Second Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated March 1, 2010 and recorded April 2, 2010 as document number 1009246106 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 Anthony Russo, Joseph Russo and Russo's Pool & Spa, Inc. ("Borrowers") pursuant to a promissory note in the original principal amount of \$125,000.00 dated March 1, 2010, payable to Mortgagee and executed jointly and severally by "Borrowers" ("Note").
3. The principal balance of the Note is due and payable on March 1, 2011. As of the date hereof, the outstanding principal balance due is \$51,000.00.
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:

4/2/11
5

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EXHIBIT A

To

Third Amendment to Commercial Mortgage, Assignment
of Rents, Security Agreement and Financing Statement

DATED AS OF MARCH 01, 2011 BETWEEN

Anthony Russo, Joseph Russo and Anna Russo

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOTS 5, 6, 7, 8 AND 9 IN BLOCK 12 IN MIDLAND DEVELOPMENT COMPANY'S NORTH LAKE VILLAGE, BEING A SUBDIVISION OF THE NORTH ¼ OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 223 E. NORTH AVE., NORTHLAKE, ILLINOIS 60164

P.I.N.: 15-05-108-005-0000, 15-05-108-006-0000, 15-05-108-007-0000,
15-05-108-008-0000 & 15-05-108-009-0000

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
800 BURR RIDGE PARKWAY
BURR RIDGE, ILLINOIS 60527
ATTN: COMML LENDING DEPT 380-04-0

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A. The Maturity Date (as such term is defined in the Note) shall be changed from March 1, 2011 to March 1, 2012. All references in the Mortgage to the phrase "March 1, 2011" are hereby deleted in their entirety and replaced with the phrase "March 1, 2012", and the phrase "Maturity Date" shall be amended to be defined as March 1, 2012.

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:

AS TO LOTS 5 & 6



Anthony Russo


Joseph Russo


MORTGAGEE:

TCF NATIONAL BANK

By 
John E. Boyle
Its: Senior Vice President

By: 
Norene Meadows
Its: Loan Closing Officer

AS TO LOTS 7, 8, & 9

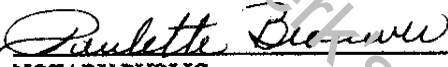

Anna Russo

STATE OF ILLINOIS

COUNTY OF COOK

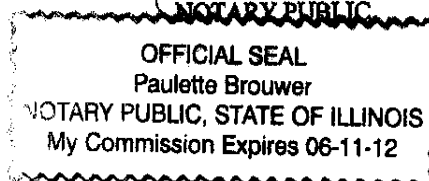
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that ANTHONY RUSSO, JOSEPH RUSSO AND ANNA RUSSO personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of March 2011.


NOTARY PUBLIC


STATE OF ILLINOIS

COUNTY OF COOK



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JOHN E. BOYLE and NORENE MEDOWS, as Senior Vice President and Loan 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 25th day of March 2011.


NOTARY PUBLIC

