

# UNOFFICIAL COPY

**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  
Burr Ridge, Illinois 60527  
Attn: Commercial Lending Department



Doc#: 1115146006 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/31/2011 10:21 AM Pg: 1 of 4

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This Third Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Third Amendment") is dated as of this 28<sup>th</sup> day of April, 2011, and is made between 2059 PULASKI, LLC, an Illinois limited liability company, whose address is 1234 N. Halsted, Chicago, Illinois 60642 ("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 June 26, 2002 and recorded July 1, 2002 as document number 0020726767, and Loan Assumption and Extension Agreement in favor of the Mortgagee dated July 10, 2007 and recorded as document number 0723242088 in the office of the County Recorder in and for Cook County, Illinois ("Mortgage"), First Amendment to Mortgage dated January 31, 2008 and recorded February 13, 2008 as document number 0804433224, in the office of the County Recorder in and for Cook County and Second Amendment to Mortgage dated February 10, 2009 and recorded March 3, 2009 as document number 0906233054, 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 Six Hundred Eighty-six Thousand and 00/100 Dollars (\$686,000.00), payable to Mortgagee and executed jointly and severally by Mortgagor, as amended from time to time ("Note A") and a promissory note in the original principal amount of \$75,000.00, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note B").
3. The principal balance of the Note A is due and payable on July 10, 2012 and as of the date hereof, the outstanding principal balance due is \$489,001.14; and that Note B has been repaid in full.
4. Mortgagor wishes to amend the terms of 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 Mortgagor and Zafar Hussain have executed a Commercial Mortgage Time Note dated April 28, 2011 in the original principal amount of Twenty Thousand Five Hundred Fifty Five and 50/100 Dollars (\$20,555.50), payable to Mortgagee and due on October 10, 2011 ("Maturity Date") ("Note C").

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B. That the second (2nd) paragraph of page one is hereby deleted in its entirety, and the following is substituted in its place:

Whereas, Mortgagor has executed a promissory note dated June 26, 2002 in the original principal amount of Six Hundred Eighty-Six Thousand and 00/100 Dollars (\$686,000.00), and a First Note Modification Agreement dated June 28, 2004; a Loan Assumption and Extension Agreement dated July 10, 2007; a Second Note Modification Agreement dated July 10, 2007; and a Third Note Modification Agreement dated October 10, 2008, payable to Mortgagee and due on July 10, 2012 ("Note A Maturity Date") 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 ("Note A"); and, a Commercial Mortgage Time Note dated April 28, 2011 in the original principal amount of Twenty Thousand Five Hundred Fifty-five and 50/100 Dollars (\$20,555.50), payable to Mortgagee and due on October 10, 2011 ("Note C Maturity Date") 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 ("Note C") (Note A and Note C, hereinafter individually and collectively, the "Note"). The Note initially shall bear interest on the principal balance from time to time outstanding from date of first disbursement until maturity, whether by acceleration or otherwise and thereafter. The lien of this Mortgage secures payment and performance of the Liabilities (as defined in the Note) including without limitation, any existing indebtedness and future advances, whether obligatory or non-obligatory, made pursuant to the Note, the terms and provisions of which Note are hereby incorporated, to the same extent as if such future advances were made on the date of execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

C. 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:**

2059 PULASKI, LLC,  
An Illinois limited liability company

By: Zafar Hussain  
Zafar Hussain  
Its: Member

By: Etsy Lemma  
Etsy Lemma  
Its: Member

**MORTGAGEE:**

TCF NATIONAL BANK

By: John E. Boyle  
John E. Boyle  
Its: Senior Vice President

By: Barbara Kaminski  
Barbara Kaminski  
Its: Commercial Closing Officer



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## EXHIBIT A

To

THIRD AMENDMENT TO MORTGAGE

DATED AS OF APRIL 28, 2011, BETWEEN

2059 PULASKI, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

AND

TCF National Bank

## LEGAL DESCRIPTION

LOTS 13 TO 19 INCLUSIVE IN PRICE AND MOSS SUBDIVISION OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2053-2059 N. PULASKI ROAD, CHICAGO, IL 60639

PIN: 13-35-123-001-0000, 13-35-123-002-0000

13-35-123-003-0000, 13-35-123-004-0000

13-35-123-005-0000, 13-35-123-006-0000

13-35-123-007-0000

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