

# UNOFFICIAL COPY



Doc#: 1121533016 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/03/2011 08:34 AM Pg: 1 of 4

## 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

This space reserved for Recorder's use only.

This Third Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Third Amendment") is dated as of June 10, 2011, and is made between FRANK PIGATTO, JACK PIGATTO and JAMES PIGATTO, whose address is 836 S. Spring, LaGrange, IL 60525 ("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 January 24, 2008 and recorded January 29, 2008, as document number 0802942197, First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated as of February 10, 2011 and recorded March 8, 2011, as document number 1106746049, and Second Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated as of May 10, 2011 and recorded August 3, 2011, as document number 1121533015 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 \$769,000.00, as amended by a First Note Modification Agreement dated February 10, 2011 and by a Second Note Modification Agreement dated May 10, 2011, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").

3. The principal balance of the Note is due and payable on June 10, 2011. As of the date hereof, the outstanding principal balance due is \$732,462.69.

4. The Mortgage also secures (a) that certain promissory note dated January 24, 2008 made by Frank Pigatto, Jack Pigatto and Anthony Pigatto payable to the Bank in the original amount of \$680,000.00, as amended by the First Note Modification Agreement dated February 10, 2011, by the Second Note Modification Agreement dated May 10, 2011 and by a Third Note Modification Agreement of even date herewith, (b) that certain promissory note dated February 15, 2007 made by Salem Cross LLC, an Illinois limited liability company, payable to the Bank in the original amount of \$7,760,000.00, as amended by the First Note Modification Agreement dated January 24, 2008, which among other things increased the loan amount to \$8,400,000.00, by the Second Loan Modification Agreement dated December 30, 2009 and by a Third Note Modification Agreement of even date herewith; and (c)

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that certain promissory note dated January 30, 2008 made by Aspen Ridge 1 LLC, an Illinois limited liability company, Aspen Ridge 2 LLC, an Illinois limited liability company, Aspen Ridge 3 LLC, an Illinois limited liability company, Aspen Ridge 4 LLC, an Illinois limited liability company, Aspen Ridge 5 LLC, an Illinois limited liability company, and Aspen Ridge 6 LLC, an Illinois limited liability company, payable to the Bank in the original amount of \$12,920,000.00, as amended by as modified by the Loan Modification Agreement dated as of December 30, 2009 and the Second Loan Modification and Extension Agreement of even date herewith, which notes as same may be modified, amended, extended or renewed from time to time are collectively referred to herein as the "Other Notes".

5. 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:

6. That the Maturity Date (as such term is defined in the Note and Mortgage) shall be changed from June 10, 2011 to June 10, 2016. All references in the Note and Mortgage to the phrase "June 10, 2011" are hereby deleted in their entirety and replaced with the phrase "June 10, 2016", and the phrase "Maturity Date" shall be amended to be defined as June 10, 2016.

7. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect to secure the loan evidenced by the Note as modified and each of the loans evidenced by the Other Notes as the same may be modified.

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

**MORTGAGOR:**

[Signature]  
Frank Pigatto

[Signature]  
Jack Pigatto

[Signature]  
James Pigatto

**MORTGAGEE:**

TCF NATIONAL BANK  
By: [Signature]

Cyndy G. Datties  
Vice President

By: [Signature]  
Barbara Kieninski  
Commercial Closing Officer

STATE OF Illinois )  
COUNTY OF Cook )ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Frank Pigatto, Jack Pigatto and James Pigatto, 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 own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29<sup>th</sup> day of June, 2011.

[Signature]  
Notary Public

My Commission Expires: 3/21/15



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STATE OF Illinois )  
COUNTY OF Cook )ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Cyndy G. Gatties and Barbara Kaminski, as 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 29<sup>th</sup> day of June, 2011.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 2/21/15



Property of Cook County Clerk's Office

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## EXHIBIT A

To

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

DATED AS OF JUNE 10, 2011, BETWEEN  
FRANK PIGATTO, JACK PIGATTO and JAMES PIGATTO  
AND  
**TCF NATIONAL BANK**

### **LEGAL DESCRIPTION**

LOT 66 IN FRANK DELUGACH'S CENTRAL AVENUE GARDENS, BEING A  
SUBDIVISION OF THE EAST 2/5 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF  
SECTION 17, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5630 W. 107<sup>th</sup> Street, Chicago Ridge, Illinois 60415

P.I.N.: 24-17-208-009-0000 AND 24-17-208-010-0000

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