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Doc#: 1211511103 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/24/2012 12:37 PM Pg: 1 of 4

TCF NATIONAL BANK

First 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

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This First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("First Amendment") is dated as of March 10, 2012, and is made between SALVATORE EVOLA, JR., SUCCESSOR TRUSTEE TO ROSA EVOLA (ALSO KNOWN AS ROSE EVOLA) AS TRUSTEE OF THE ROSE EVOLA REVOCABLE TRUST DATED OCTOBER 21, 2003, whose address is 5448 North Washington St., Norwood Park, IL 60656 ("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 March 8, 2005 and recorded March 10, 2005 as document number 0506904269 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 \$320,000.00, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on March 10, 2012. As of the date hereof, the outstanding principal balance due is \$264,093.59.
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:

1. That the first sentence of the second (2nd) paragraph on page one (1) of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

Whereas, Mortgagor has executed a promissory note dated March 8, 2005 in the original principal amount of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00), payable to Mortgagee and due on **March 10, 2017** ("Maturity Date") together with any and all amendments or supplements thereto, extensions and renewals thereof and any promissory note which may be taken in whole or partial renewal, substitution or extension thereof ("Note").

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2. That paragraph (p) is hereby added to Section 2 on page six (6) of the Mortgage:

(p) "Replacement Reserve Fund" means a reserve fund established pursuant to Section 4.26 of this Mortgage for the replacement of such equipment, major components and capital systems ("Capital Items") related to the Improvements on the Premises as may be required by Mortgagee.

3. That Section 4.8 on page twelve (12) of the Mortgage is hereby deleted in its entirety and the following is substituted in its place:

4.8 SALE, LEASE, ENCUMBRANCE PROHIBITED. Notwithstanding any other provisions of this Mortgage, no sale, lease (except in the ordinary course of the operation of the Premises), mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest in or power of direction under a trust or other trust which holds title to the Premises, may be made without the prior written consent of Mortgagee. Further, there shall be no change of control (by way of transfers of stock, partnership or member interests or otherwise) in Mortgagor or in any partner, member, manager or shareholder, as applicable, which directly or indirectly controls the day to day operations and management of Mortgagor and/or owns a controlling interest in Mortgagor.

4. That paragraph 4.26 is hereby added to Section 4 on page seventeen (17) of the Mortgage:

4.26 REPLACEMENT RESERVE FUND.

(a) **Establishment.** At Mortgagee's request Mortgagor and Mortgagee shall establish a Replacement Reserve Fund to be held by Mortgagee. Upon Mortgagee's request, Mortgagor shall make deposits into the Replacement Reserve Fund of such sums as Mortgagee determines are reasonably required to provide for periodic replacements of Capital Items. Deposits into the Replacement Reserve Fund may be commingled with the general funds of Mortgagee and no interest shall be payable thereon nor shall such sums be deemed held in trust for Mortgagor and so long as no Default occurs or exists hereunder such sums shall be applied by Mortgagee to pay such for replacement of Capital Items.

(b) **Requests for Disbursement.** Disbursements from the Replacement Reserve Fund shall be made as Mortgagee, in its sole discretion, deems appropriate

5. 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: SALVATORE EVOLA, JR.,
SUCCESSOR TRUSTEE TO
ROSA EVOLA (ALSO KNOWN AS ROSE EVOLA)
AS TRUSTEE OF THE ROSE EVOLA REVOCABLE
TRUST DATED OCTOBER 21, 2003

By: Salvatore Evola, Jr. Successor Trustee
SALVATORE EVOLA, JR., SUCCESSOR TRUSTEE

MORTGAGEE:

TCF NATIONAL BANK

By: Cyndy G. Gibbs
CYNDY G. GIBBS
Its: VICE PRESIDENT

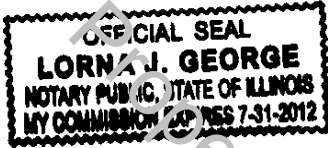
By: Norene Medows
NORENE MEDOWS
Its: LOAN CLOSING OFFICER

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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 **SALVATORE EVOLA, JR.**, as Successor Trustee, of the Rose Evola Revocable Trust dated October 21, 2003, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such title as designed above, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of March, 2012.

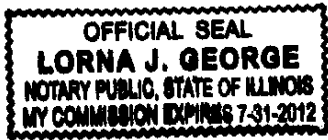


Lorna J. George
Notary Public

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 Cyndy Gatties and Norene Medows, as 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 22 day of March, 2012.



Lorna J. George
Notary Public

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EXHIBIT A

To

FIRST AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT
OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

DATED AS OF MARCH 10, 2012

BETWEEN

SALVATORE EVOLA, JR., SUCCESSOR TRUSTEE TO
ROSA EVOLA (ALSO KNOWN AS ROSE EVOLA) AS TRUSTEE OF THE
ROSE EVOLA REVOCABLE TRUST DATED OCTOBER 21, 2003

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOT 5 IN LARRY J. PONTARELLI SON'S INCORPORATED SUBDIVISION IN THE
WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

P.I.N. 12-11-116-020-0000

COMMONLY KNOWN AS: 8638 WEST SUMMERDALE AVE., CHICAGO, IL 60656

PREPARED BY AND AFTER RECORDING MAIL TO:

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