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TCF NATIONAL BANK
FIRST Amendment to
Commercial Mortgage, Assignment
of Rents, Security Agreement and
Financing Statement



Doc#: 1224910098 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/05/2012 12:35 PM Pg: 1 of 4

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 August 15, 2012, and is made between Albany Bank and Trust Company N.A. as Trustee Under Trust Agreement dated December 16, 1998 and known as Trust Number 11-5483, whose address is 3400 W. Lawrence Ave., Chicago, IL 60625 ("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 June 16, 2008 and recorded June 20, 2008, as document number 0817233118 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 \$600,000.00, with accrued interest thereon at the Interest Rate defined below, payable in full not later than June 15, 2013, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. The principal balance of the Note is due and payable on June 15, 2013. As of the date hereof, the outstanding principal balance due is \$549,622.10.
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 second 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 June 16, 2008 in the original principal amount of \$600,000.00 and an Amended and Restated Commercial Mortgage Installment Note dated August 15, 2012 in the original principal amount of Five Hundred Forty Nine Thousand Six Hundred Twenty Two and 10/100 Dollars (\$549,622.10) with accrued interest thereon at the interest rate defined below, payable to

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Mortgagee and due on August 15, 2022 ("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"). 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.

2. The term "Interest Rate" as used herein shall mean the following as defined in the Note:

Interest shall accrue on the unpaid principal balance of this Note from and after the date hereof, as computed based on a 360-day year for the actual number of days the principal balance is outstanding, at the initial rate of Four and sixty one-hundredths percent (4.60%) per annum ("Interest Rate"). The Interest Rate hereunder shall be adjusted on the 15th day of August, 2017 ("Adjustment Date") to a rate equal to Three percent (3.00%) in excess of the Index Rate (defined below) then in effect on the Adjustment Date ("Adjusted Interest Rate"); **PROVIDED THAT** at no time shall the Adjusted Interest Rate be less than Four and sixty one-hundredths percent (4.60%) per annum and in no event shall the current interest rate hereunder be greater than that allowed by applicable law.

The term "Index Rate" shall mean the Federal Home Loan Bank of Des Moines five year advance rate" which is a variable annual rate, changing from time to time, equal to the fixed rate of advances for a five year term announced by Federal Home Loan Bank of Des Moines, as published in the "FHLB Daily Rate Guide: Daily Rates" at <http://www.fhlbdm.com/raes/rates.htm>

After the date of any Default (defined below) or maturity, whether by acceleration or otherwise, interest on the principal balance remaining from time to time unpaid shall be at the rate of six percent (6%) in excess of the then current Interest Rate on this Note ("Default Rate"). The Bank may in its sole discretion adjust the Installment Payments (defined below) to accommodate payment of the Default Rate after a Default is declared in accordance herewith.

3. 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:

ALBANY BANK AND TRUST COMPANY, N.A.
As Trustee, and not personally Under a Trust Agreement
Dated December 16, 1998 and known as Trust No. 11-5483

By: [Signature]

Its: Trust Officer

By: [Signature]

Its: JOHN C. SCHELLINGER
VICE PRESIDENT

MORTGAGEE:

TCF NATIONAL BANK

By: [Signature]

Mark S. Holladay
Its: Assistant Vice President

By: [Signature]

Norene A. Medows
Its: Loan Closing Officer

This document is executed by ALBANY BANK & TRUST COMPANY, N.A. not personally but solely as Trustee, as aforesaid. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by ALBANY BANK & TRUST COMPANY, N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY N.A., by reason of any of the covenants, statements representations or warranties contained in this instrument.

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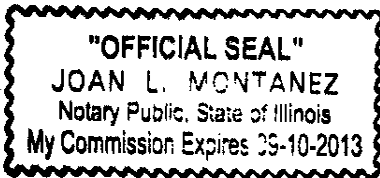
STATE OF ILLINOIS)

COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brenda Helms of ALBANY BANK AND TRUST COMPANY N.A. (corporation) (association) and John Schellinger of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal of said (corporation) (association), to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of August, 2012.

Joan L. Montanez
Notary Public



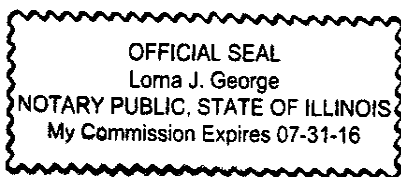
STATE OF ILLINOIS)

COUNTY OF COOK) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark S. Holladay and Norene A. Medows, as Assistant 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 15TH day of August, 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 AUGUST 15, 2012 BETWEEN

ALBANY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT
DATED DECEMBER 16, 1998 AND KNOWN AS TRUST NUMBER 11-5483

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOTS 17 AND 18 IN BLOCK 3 IN DEVON-WESTERN ADDITION TO ROGERS PARK, A
SUBDIVISION OF LOTS 1 TO 24 IN FABER'S SUBDIVISION OF SOUTH 6 CHAINS OF
THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2122-24 W. DEVON AVENUE AND 6405-07 N.
HAMILTON AVENUE, CHICAGO, ILLINOIS 60659.

P.I.N.: 11-31-317-025-0000

PREPARED BY AND AFTER RECORDING MAIL TO:

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, Illinois 60527
Attn: Commercial Lending Department