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Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/17/2012 12:21 PM 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

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This Third Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Third Amendment") is dated as of November 15, 2012, and is made between SALVATORE EVOLA JR., AS SUCCESSOR TRUSTEE OF THE ROSE EVOLA REVOCABLE TRUST DATED OCTOBER 21, 2003 AND SALVATORE EVOLA JR., AS TRUSTEE OF THE SALVATORE EVOLA TESTAMENTARY FAMILY TRUST both having an address at 5448 N Washington, 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 November 17, 2008 and recorded December 2, 2008, as document number 0833733008, that certain First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated November 15, 2010 and recorded December 10, 2010 as document number 1034433049 and that certain Second Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated November 15, 2011 and recorded January 9, 2012 as document number 1200942092 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 \$300,000.00, with accrued interest thereon at the Interest Rate defined below, payable in full not later than November 15, 2012, payable to Mortgagee and executed jointly and severally payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. As of the date hereof, the outstanding principal balance due is \$229,000.00.
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:

A. The Maturity Date (as such term is defined in the Note) shall be changed from November 15, 2012 to November 15, 2013. All references in the Mortgage to the phrase "November 15, 2012" are hereby deleted in their entirety and

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replaced with the phrase "November 15, 2013", and the phrase "Maturity Date" shall be amended to be defined as November 15, 2013.

B. That sub-paragraph (ii) under Section 2(d) captioned as "Default" on page three (3) of the Mortgage is hereby deleted in its entirety and the following is substituted in its place:

(ii) Mortgagor or a Guarantor (defined hereunder) fails or neglects to make any timely payment of any amount due under or to comply with or to perform in accordance with any non-monetary representation, warranty, covenant, condition or other provision contained under any other note, instrument, document or agreement which, after notice or the lapse of any applicable grace or cure period, shall cause or permit the holder hereof to cause the obligations of Mortgagor or any Guarantor to become due prior to maturity;

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

Interest amounts 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 one-quarter percent (4.25%) per annum ("Interest Rate"). The Interest Rate hereunder shall be adjusted to a rate which shall be at all times equal to the Index Rate (defined below) then in effect. PROVIDED THAT at no time shall the Interest Rate be less than four and one-quarter percent (4.25%) per annum or exceed that allowed by applicable law.

The term "Index Rate" shall mean the "Base Rate" which is a variable annual rate equal to the rate of interest announced by Bank at its principal office as its "Base Rate".

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").

D. 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 TESTAMENTARY FAMILY TRUST

By: [Signature]
SALVATORE EVOLA, JR., TRUSTEE

ROSE EVOLA REVOCABLE TRUST DATED OCTOBER 21, 2003

By: [Signature]
SALVATORE EVOLA, JR., TRUSTEE

MORTGAGEE:

TCF NATIONAL BANK

By: [Signature]
Cyndy G. Gatties
Its: Vice President

By: [Signature]
Barbara Kaminski
Its: Loan Closing Officer

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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 Salvatore Evola, Jr., Trustee of the Salvatore Evola Testamentary Family Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of November, 2012.



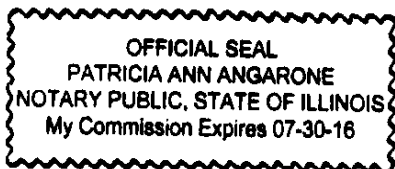
Patricia Ann Angarone
Notary Public

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 Salvatore Evola, Jr., 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 Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of November, 2012.



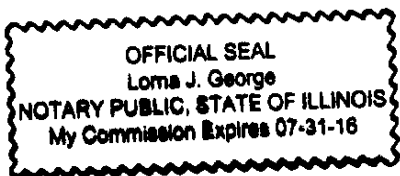
Patricia Ann Angarone
Notary Public

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 Cyndy G. Gatties and Barbara Kaminski, 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 26TH day of November, 2012.



Loma J. George
Notary Public

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EXHIBIT A

TO

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

DATED AS OF NOVEMBER 15, 2012

BETWEEN

**SALVATORE EVOLA TESTAMENTARY FAMILY TRUST AND ROSE EVOLA
REVOCABLE TRUST DATED OCTOBER 21, 2003**

AND

TCF NATIONAL BANK

LEGAL DESCRIPTION

LOTS 22 AND 23 IN NORDICA BUILDING CORP. SUBDIVISION, A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 8532-8536 W RASCHER, CHICAGO IL 60656

P.I.N.: 12-11-120-022-0000 & 12-11-120-023-0000

PREPARED BY AND AFTER RECORDING MAIL TO:

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