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RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/05/2013 01:49 PM Pg: 1 of 4

TCF NATIONAL BANK

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

This document prepared by and mail to:
Jennifer M. Breems
Ruff, Weidenaar & Reidy, LLC
222 N. LaSalle Street, Suite 701
Chicago, IL 60601

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This THIRD AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT ("Agreement") is made as of March 14, 2013, by Tempus Properties LLC #6, an Illinois series limited liability company ("Mortgagor") to TCF National Bank, a national banking association, with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527 ("Mortgagee").

RECITALS

WHEREAS, Mortgagor is owned and controlled by Zafar Hussain. Zafar Hussain also owns and controls Tempus Real Estate Group, Inc., an Illinois corporation ("Tempus Real Estate"), and HP Dorchester LLC, an Illinois limited liability company ("HP Dorchester"). Mortgagor, Tempus Real Estate, HP Dorchester and Zafar Hussain are indebted to Mortgagee in the principal amount not to exceed Five Hundred Ninety Eight Thousand Five Hundred Thirty Nine and 70/100 Dollars (\$598,539.70) (the "Loan H") as evidenced by that certain Substituted Commercial Mortgage Installment Note dated March 14, 2013 in the principal amount not to exceed Five Hundred Ninety Eight Thousand Five Hundred Thirty Nine and 70/100 Dollars (\$598,539.70), with accrued interest thereon at the Facility H Interest Rate defined below, payable in full not later than October 15, 2013, as made by Mortgagor, Tempus Real Estate, HP Dorchester and Zafar Hussain to Mortgagee (the "Note H");

WHEREAS, Note H has been issued in substitution and restatement of, and not as a novation or negation of, that certain Commercial Non-Revolving Note dated September 1, 2011 in the principal amount not to exceed Four Hundred Fifty Five Thousand and 00/100 Dollars (\$455,000.00) executed and delivered by 1234 N. Halsted, LLC, an Illinois limited liability company ("1234 N. Halsted"), Mortgagor, and Tempus Real Estate to Mortgagee as modified by that certain Note Modification and Extension Agreement and Amendment to Mortgage dated September 1, 2012 between 1234 N. Halsted, Mortgagor,

Box 400-CTCC

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Tempus Real Estate, Zafar Husasin ("Guarantor") and Mortgagee and recorded with the Cook County Recorder of Deeds on October 26, 2012 as Document No. 1230046116, and as modified by that certain Second Note Modification and Extension Agreement and Amendment to Mortgage dated October 1, 2012 between 1234 N. Halsted, Mortgagor, Tempus Real Estate, Guarantor and Mortgagee (the "Note G");

WHEREAS, the Loan H as evidenced by the Note H is further evidenced or secured in part by that certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated September 1, 2011, executed and delivered by Mortgagor to Mortgagee and recorded with the Cook County Recorder of Deeds on October 7, 2011 as Document No. 1128046036, as amended by that certain Note Modification and Extension Agreement and Amendment to Mortgage dated as of September 1, 2012 between Mortgagor, 1234 N. Halsted, LLC, an Illinois limited liability company ("1234 N. Halsted"), Tempus Real Estate, and Zafar Hussain and recorded with the Cook County Recorder of Deeds on October 26, 2012 as Document No. 1230046116, and as amended by that certain Second Note Modification and Extension Agreement and Amendment to Mortgage dated October 1, 2012 between Mortgagor, 1234 N. Halsted, Tempus Real Estate, and Zafar Hussain (the "Mortgage"), relating to and encumbering the property legally described on Exhibit A attached hereto and made a part hereof (the "Premises"), which Mortgage and the Note H together with all other documents or instruments evidencing or securing the loan indebtedness evidenced by the Note A, as the same may be modified and extended, are sometimes hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, to induce the Mortgagee to issue Loan H, Mortgagor has offered to amend the Mortgage to provide that the Mortgage continues in full force and effect to secure the Loan H as evidenced by Note H pursuant to the terms, covenants and conditions set forth herein. Mortgagee has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Mortgagor hereby agree with Mortgagee as follows.

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.
2. The Mortgage is hereby modified as follows:
 - A. The Mortgage is hereby modified to provide that such Mortgage shall secure, without limitation, the Loan H evidenced by the Note H as being issued in substitution of and not as a novation of Note G such that any reference in the Mortgage to the term "Note" or "Notes" shall mean the Note H and any reference in the Mortgage to the term "Liabilities" shall include without limitation any and all liabilities, obligations and indebtedness including interest accruing on and under the Note H or otherwise owing by Mortgagor to the Mortgagee.
 - B. The term "Facility H Interest Rate" as used herein is defined to mean an interest rate equal Five and One-Fourth percent (5.25%) per annum (the "Interest Rate"). The Interest Rate hereunder shall be adjusted on a daily basis to a rate equal at all times to Two percent (2.0%) in excess of the Index Rate (defined below) when and as the Index Rate shall change.

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

3. As a condition precedent to the agreements contained herein, Mortgagor shall pay to Mortgagee all out-of-pocket costs and expenses incurred by Mortgagee in connection with this Agreement, including, without limitation, title charges, recording fees, and attorneys' fees and expenses.

4. In all respects, other than those expressly amended, modified, or supplemented hereby, Mortgagor does hereby ratify and confirm the provisions, terms and conditions of the Note H, Mortgage and each of the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year above written.

MORTGAGOR:

Tempus Properties LLC #6,
an Illinois series limited liability company,

By: Zafar Hussain
Name: Zafar Hussain
Title: Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Zafar Hussain, personally known to me to be the same persons whose names as Manager of Tempus Properties LLC #6, an Illinois series limited liability company, is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary acts and as the free and voluntary act of said Tempus Properties LLC #6, an Illinois series limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of MARCH, 2011.

Kim Zajac
Notary Public

My Commission Expires: 3/21/15



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EXHIBIT A

LEGAL DESCRIPTION

LOT 14 IN BLOCK 5 IN WOODLAWN RIDGE SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 6551 S. Ingleside, Chicago, IL

PIN: 20-23-115-017-0000

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