



Doc#: 1315110048 Fee: \$50.25  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/31/2013 03:26 PM Pg: 1 of 6

**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 April 1, 2013, and is made between IVEN ROSHEIM and SUSAN ROSHEIM, husband and wife, and MICHAEL F. ROONEY, a single person ("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 4, 2005 and recorded January 11, 2005, as document number 0501133167, that certain First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated January 1, 2010 and recorded February 23, 2010 as document number 1005435062 and that certain Second Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated April 1, 2010 and recorded May 10, 2010 as document number 1013012007 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 \$588,000.00, with accrued interest thereon at the Interest Rate defined below, payable in full not later than April 1, 2013, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. As of the date hereof, the outstanding principal balance due is \$427,292.29.
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. The Maturity Date (as such term is defined in the Note) shall be changed from April 1, 2013 to July 1, 2013. All references in the Mortgage to the phrase "April 1, 2013" are hereby deleted in their entirety and replaced with the phrase "July 1, 2013", and the phrase "Maturity Date" shall be amended to be defined as July 1, 2013.

S	y
P	h
S	w
M	y
SE	y
E	N
INT	dy

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2. That sub-paragraph (ii) under Section 2(d) captioned as "Default" on page four (4) 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 thereof to cause the obligations of Mortgagor or any Guarantor to become due prior to maturity;

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

(q) "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.

4. That paragraph 4.26 is hereby added to Section 4 on page sixteen (16) 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 fund 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. 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 at the rate of six and one-quarter percent (6.25%) per annum ("Interest 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"). Interest on this Note shall be computed based on a 360 day year for the actual number of days the principal balance is outstanding.

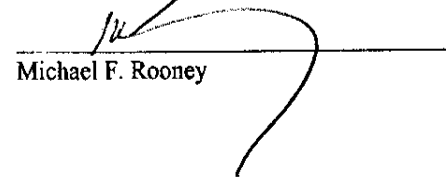
6. In all other respects, unless specifically modified hereby, the Mortgage shall remain unchanged and in full force and effect.

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

**MORTGAGOR:**


  
Iven Rosheim


  
Susan Rosheim

  
Michael F. Rooney

**MORTGAGEE:**

TCF NATIONAL BANK

By:   
Mark S. Holladay  
Its: Assistant Vice President

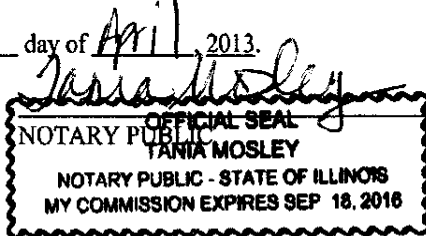
By:   
Norcine A. Meadows  
Its: Loan Closing Officer

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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 Iven Rosheim, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 uses and purposes therein set forth.

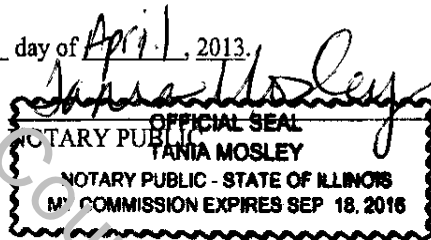
Given under my hand and Notarial Seal this 1st day of April, 2013.



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 Susan Rosheim, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that she signed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

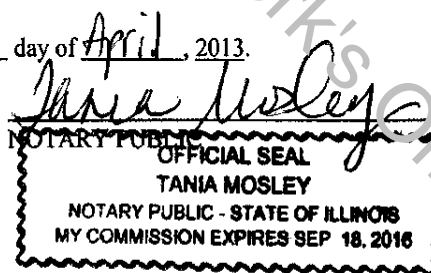
Given under my hand and Notarial Seal this 1st day of April, 2013.



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 Michael F. Rooney, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 uses and purposes therein set forth.

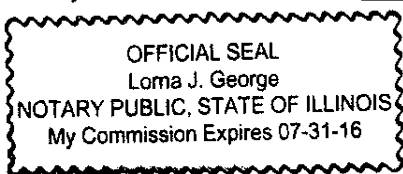
Given under my hand and Notarial Seal this 1st day of April, 2013.



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 Mark S. Holladay and Norene A. 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 21st day of MAY, 2013.



Lorna 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 APRIL 1, 2013 BETWEEN

IVEN ROSHEIM, SUSAN ROSHEIM AND MICHAEL F. ROONEY

AND

**TCF NATIONAL BANK**

### **LEGAL DESCRIPTION**

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION WHICH IS HEREBY MADE A PART OF THIS  
THIRD AMENDMENT.

COMMONLY KNOWN AS: 27 N. GREEN ST., CHICAGO, IL 60637

P.I.N.: 17-08-450-025-0000

17-08-450-028-1046

17-08-450-028-1051

17-08-450-028-1052

17-08-450-028-1053

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

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STREET ADDRESS: 27 NORTH GREEN STREET  
 CITY: CHICAGO COUNTY: COOK  
 TAX NUMBER:

## LEGAL DESCRIPTION:

## PARCEL 1:

THOSE PARTS OF THE FOLLOWING DESCRIBED TRACT OF LAND; THE SOUTH 1/2 OF LOT 6 AND ALL OF LOTS 9 AND 10 (EXCEPT THE EAST 5 FEET FALLING IN THE PUBLIC ALLEY) IN BLOCK 54 OF CARPENTER'S ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 06 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SAID TRACT, 0.48 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES, ALONG THE INTERIOR WALLS OF THE NORTH COMMERCIAL PROPERTY, NORTH 89 DEGREES 57 MINUTES 38 SECONDS EAST, 16.39 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 22 SECONDS EAST, 0.75 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 29 SECONDS EAST, 2.55 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 22 SECONDS WEST, 0.81 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 38 SECONDS EAST, 14.40 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 22 SECONDS EAST, 0.75 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 21 SECONDS EAST, 2.61 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 22 SECONDS WEST, 0.81 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 38 SECONDS EAST, 14.48 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 22 SECONDS EAST, 0.75 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 02 SECONDS EAST, 2.60 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 22 SECONDS WEST, 0.81 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 38 SECONDS EAST, 13.43 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 22 SECONDS EAST, 0.75 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 26 SECONDS EAST, 3.56 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 22 SECONDS WEST, 0.81 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 38 SECONDS EAST, 14.34 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 22 SECONDS EAST, 0.75 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 07 SECONDS EAST, 2.67 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 22 SECONDS WEST, 0.81 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 38 SECONDS EAST, 14.40 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 22 SECONDS EAST, 0.75 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 26 SECONDS EAST, 2.58 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 22 SECONDS WEST, 0.81 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 38 SECONDS EAST, 14.32 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 53 SECONDS WEST, 2.74 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 07 SECONDS EAST, 1.47 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 53 SECONDS WEST, 32.43 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 07 SECONDS WEST, 10.16 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 37 SECONDS EAST, 5.02 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 25 SECONDS WEST 5.76 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 37 SECONDS WEST, 5.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 58 SECONDS WEST, 14.59 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 37 SECONDS EAST, 6.66 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 23 SECONDS WEST, 6.78 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 37 SECONDS EAST, 2.73 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 23 SECONDS WEST, 9.22 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 37 SECONDS EAST, 1.04 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 16 SECONDS WEST, 28.59 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 37 SECONDS WEST, 5.44 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 23 SECONDS WEST, 28.70 FEET TO POINT "A" (FOR THE PURPOSE OF THIS LEGAL DESCRIPTION); THENCE CONTINUING NORTH 89 DEGREES 57 MINUTES 23 SECONDS WEST, 16.03 FEET, MORE OR LESS, TO POINT "B" (FOR THE PURPOSE OF THIS LEGAL DESCRIPTION), ON THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 06 MINUTES 43 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT, 29.99 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL LYING ABOVE AN ELEVATION OF 17.61 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 29.91:

ALSO THAT PART OF THE AFORESAID TRACT, BEGINNING AT AFORESAID POINT "A"; THENCE NORTH 89 DEGREES 57 MINUTES 23 SECONDS WEST, 16.03 FEET TO POINT "B" ON THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 06 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, 9.60 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 25 SECONDS EAST, 15.96 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 23 SECONDS EAST, 9.70 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 14.59 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 17.61 FEET; ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 2:



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UNITS P-27, P-32, P-33 & P-34 23 ON GREEN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF THE FOLLOWING DESCRIBED PROPERTY ALL LYING BELOW AN ELEVATION OF 54.00 FEET (CITY OF CHICAGO DATUM) THE SOUTH 1/2 OF LOT 6 AND ALL OF LOTS 9 AND 10 (EXCEPT THE EAST 5 FEET FALLING IN THE PUBLIC ALLEY) IN BLOCK 54 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0432834100 TOGETHER WITH ITS PERCENTAGE INTEREST IN THE COMMON ELEMENTS.  
EXCEPT THOSE PORTIONS OF THE PROPERTY THAT ARE COMMERCIAL AS DEFINED IN THE PLAT OF SURVEY ATTACHED TO CONDOMINIUM DECLARATION RECORDED AS DOCUMENT 0432834100.

**PARCEL 3:**

PERPETUAL NON-EXCLUSIVE EASEMENTS (EXCEPT AS OTHERWISE NOTED) IN FAVOR OF THE COMMERCIAL PROPERTY (PARCEL 1), GRANTED, RESERVED, DECLARED AND CREATED BY 23 GREEN, LLC, IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 21-25 NORTH GREEN, CHICAGO, IL., RECORDED NOVEMBER 23, 2004 AS DOCUMENT 0432834101 IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS, BEAMS AND ANY OTHER SUPPORTING COMPONENTS; ACCESS TO, USE FOR THEIR INTENDED PURPOSES AND MAINTENANCE OF ALL FACILITIES LOCATED IN THE CONDOMINIUM PROPERTY AND CONNECTED TO FACILITIES IN THE COMMERCIAL PROPERTY; EASEMENT IN AND TO ALL COMMON WALLS, FLOORS AND CEILINGS SERVING THE COMMERCIAL PROPERTY; INGRESS AND EGRESS BY PERSONS, MATERIALS AND EQUIPMENT OVER, ON ACROSS AND THROUGH THE COMMON CORRIDOR AND LOBBY OF THE CONDOMINIUM PROPERTY AND THE BASEMENT FLOOR AREAS, PROVIDING INDOOR ACCESS TO THE COMMERCIAL PROPERTY; ACCESS AND USES OF THE ELEVATORS SERVING THE BUILDING; ACCESS TO AND FROM LOAD DOCKS, SERVICE AREAS, STAIRWELLS, MATERIAL AND EQUIPMENT OVER, ON, ACROSS AND THROUGH THE CONDOMINIUM PROPERTY TO THE EXTENT REASONABLY NECESSARY TO PERMIT THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, RESTROATION OR RECONSTRUCTION OF THE COMMERCIAL PROPERTY, AND USE AND MAINTENANCE OF THE FACILITIES AS DEFINED THEREIN.

**PARCEL 4:**

PERPETUAL NON-EXCLUSIVE EASEMENTS (EXCEPT AS OTHERWISE NOTED) IN FAVOR OF THE CONDOMINIUM PROPERTY (PARCEL 2), GRANTED, RESERVED, DECLARED AND CREATED BY 23 GREEN, LLC, IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 21-25 NORTH GREEN, CHICAGO, IL., RECORDED NOVEMBER 23, 2004 AS DOCUMENT 0432834101 IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS, BEAMS AND ANY OTHER SUPPORTING COMPONENTS; ACCESS TO, USE FOR THEIR INTENDED PURPOSES AND MAINTENANCE OF ALL FACILITIES LOCATED IN THE COMMERCIAL PROPERTY AND CONNECTED TO FACILITIES IN THE CONDOMINIUM PROPERTY; EASEMENT IN AND TO ALL COMMON WALLS, FLOORS AND CEILINGS SERVING THE COMMERCIAL PROPERTY; INGRESS AND EGRESS BY PERSONS, MATERIALS AND EQUIPMENT OVER, ON ACROSS AND THROUGH THE COMMON CORRIDOR AND LOBBY OF THE COMMERCIAL PROPERTY AND THE BASEMENT FLOOR AREAS, PROVIDING INDOOR ACCESS TO THE CONDOMINIUM PROPERTY; ACCESS AND USES OF THE ELEVATORS SERVING THE BUILDING; ACCESS TO AND FROM LOAD DOCKS, SERVICE AREAS, STAIRWELLS, MATERIAL AND EQUIPMENT OVER, ON, ACROSS AND THROUGH THE COMMERCIAL PROPERTY TO THE EXTENT REASONABLY NECESSARY TO PERMIT THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, RESTROATION OR RECONSTRUCTION OF THE CONDOMINIUM PROPERTY, AND OTHER USES AND MAINTENANCE OF THE FACILITIES AS DEFINED THEREIN.