

# UNOFFICIAL COPY



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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/10/2013 09:14 AM Pg: 1 of 3

## 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 June 7, 2013, and is made between EXCELLENCE IN LEASING, LLC, an Illinois limited liability company whose address is 2341 Taliesin Drive, Aurora, IL 60506 ("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 May 22, 2008 and recorded May 30, 2008, as document number 0815142066 and a Loan Assumption Agreement dated as of October 19, 2010 and recorded February 24, 2011 as document number 1105533085 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 \$792,000.00, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").
3. As of the date hereof, the outstanding principal balance due is \$669,393.38.
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 June 7, 2013 to August 7, 2013. All references in the Mortgage to the phrase "June 7, 2013" are hereby deleted in their entirety and replaced with the phrase "August 7, 2013", and the phrase "Maturity Date" shall be amended to be defined as August 7, 2013.
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:

S Yes  
 2 3  
 3 N  
 4 N  
 5 Yes  
 6 yes  
 7 NT

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(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. 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:**  
EXCELLENCE IN LEASING, LLC  
An Illinois limited liability company

By: Christine L. Mendoza  
Its: Manager  
By: Jose J. Mendoza  
Its: Manager

**MORTGAGEE:**  
TCF NATIONAL BANK

By: Mark S. Holladay  
Its: Assistant Vice President  
By: Norene Medows  
Its: Loan Closing Officer

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 Christine L. Mendoza and Jose J. Mendoza, personally known to me to be the same persons whose names are as Managers of Excellence In Leasing, LLC, an Illinois limited liability company, 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 limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15<sup>TH</sup> day of June, 2013.  
OFFICIAL SEAL  
Lorna J. George  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 07-31-16

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 Mark S. Holladay and Norene Medows, as Assistant Vice President and Loan Closing Officer, respectively, of TCF National Bank, a national banking association, 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 purposes therein set forth.

Given under my hand and Notarial Seal this 15<sup>TH</sup> day of June, 2013.

OFFICIAL SEAL  
Lorna J. George  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 07-31-16

Lorna J. George  
NOTARY PUBLIC

**UNOFFICIAL COPY****EXHIBIT A**

To

First Amendment to Commercial Mortgage, Assignment  
of Rents, Security Agreement and Financing Statement

DATED AS OF JUNE 7, 2013 BETWEENEXCELLENCE IN LEASING, LLC

AND

**TCF NATIONAL BANK****LEGAL DESCRIPTION**

LOT 1 IN J. HERBERT CLINE'S CICERO AVENUE THEATER ADDITION, A SUBDIVISION OF LOT 23 IN F.H. BARTLETT'S AERO FIELDS, BEING A SUBDIVISION OF THE SOUTH 20 ACRES OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHEAST ¼ OF SECTION 33 (EXCEPT THAT PART OF THEREOF DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT 7737153 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON DECEMBER 5, 1992 IN BOOK 175 OF PLATS, PAGE 20); LESS AND,

EXCEPT THE NORTH 33 FEET OF SAID LOT 1 (EXCEPT THE EAST 120.00 FEET THEREOF AS MEASURED ALONG THE NORTHERLY LOT LINE); LESS AND,

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT: THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES, 54 MINUTES, 07 SECONDS WEST ALONG THE SOUTH LINE, A DISTANCE OF 15.86 FEET TO THE POINT ON A 5663.24 FOOT RADIUS CURVE, WHICH IS CONCENTRIC WITH THE EAST LINE OF SAID LOT, THE CENTER OF CIRCLE AND SAID CURVE BEARS NORTH 84 DEGREES 08 MINUTES, 39 SECONDS WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE, CENTRAL ANGLE 00 DEGREE, 49 MINUTES, 18 SECONDS, A DISTANCE OF 81.22 FEET; THENCE NORTH 11 DEGREES, 52 MINUTES, 29 SECONDS EAST, A DISTANCE OF 24.03 FEET TO A POINT ON THE NORTH LINE OF SAID LOT, A DISTANCE OF 12.85 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 81 DEGREES, 54 MINUTES, 07 SECONDS EAST, A DISTANCE OF 12.89 FEET ALONG THE NORTH LINE TO THE NORTHEAST CORNER; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID LOT, BEING 5679.00 FEET RADIUS CURVE, THE CENTER OF CIRCLE ANGLE 01 DEGREE, 03 MINUTES 27 SECONDS, A DISTANCE OF 104.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8640 S. CICERO AVE., BURBANK, IL 60459

P.I.N.: 19-33-407-086-0000

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