

# UNOFFICIAL COPY



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Doc#: 1429433067 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/21/2014 12:42 PM Pg: 1 of 6

## 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

This space reserved for Recorder's use only.

This First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("First Amendment") is dated as of August 27, 2014, and is made between Washington Terrace LLC, an Illinois limited liability company, whose address is 721 N. LaSalle Street, Suite 1763, Chicago, Illinois 60601 ("Mortgagor") and TCF National Bank, a national banking association ("Mortgagee"), with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527.

### UNDERSTANDING

1. The Mortgagor executed a Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement in favor of the Mortgagee dated as of August 27, 2009 and recorded September 8, 2009, as document number 0925133050 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 that certain Commercial Mortgage Installment Note dated August 27, 2009 in the original principal amount of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) payable to Mortgagee and executed jointly and severally by Mortgagor; and the Mortgagee ("Note").
3. The principal balance of the Note is due and payable on August 27, 2014 and as of this date hereof, the outstanding principal balance due is \$1,172,148.00.
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:

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:

5. Whereas, Mortgagor has executed an Amended and Restated Commercial Mortgage Installment Note dated August 27, 2014 in the original principal amount of One Million One Hundred Seventy-Two Thousand One Hundred Forty-Eight and 00/100 Dollars (\$1,172,148.00), payable to Mortgagee and due on August 27, 2019

Box 400-CTCC

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INT	Y

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("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.

6. 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 or 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;

7. That Section 4.11 on page Thirteen (13) of the Mortgage is hereby deleted in its entirety and the following is substituted in its place:

**4.11 ACCURATE BOOKS, RECORDS AND FINANCIAL STATEMENTS.** Mortgagor shall keep and maintain or shall cause to be kept and maintained, at all times, full, true and accurate books of accounts, in sufficient detail to adequately and correctly reflect the results of the operation of the Premises, which books and the records relating thereto, after Mortgagee sends Mortgagor five (5) calendar days prior notice, shall be open to inspection and copying by Mortgagee or its representatives during ordinary business hours, and Mortgagor shall furnish Mortgagee such other financial information, additional or periodic financial statements or true and complete copies of filed federal and state income tax returns, and any amendments thereto, of the Mortgagor or any Guarantor as Mortgagee may request from time to time or as may be required under the Note or any of the Financing Loan Documents, as the same may be modified, amended or renewed from time to time.

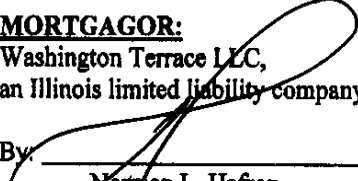
8. The Maturity Date (as such term is defined in the Note and Mortgage) shall be changed from August 27, 2014 to August 27, 2019. All references in the Note and Mortgage to the phrase "August 27, 2014" are hereby deleted in their entirety and replaced with the phrase "August 27, 2019", and the phrase "Maturity Date" shall be amended to be defined as August 27, 2019.

9. 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:**

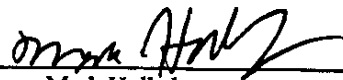
Washington Terrace LLC,  
an Illinois limited liability company

By:   
Norman L. Hafron  
Its: Manager

By: (SEE ATTACHMENT)  
James M. Sears  
Its: Manager

**MORTGAGEE:**

TCF NATIONAL BANK

By:   
Mark Holladay  
Its: Assistant Vice President

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("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.

6. The 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 or 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;

7. That Section 4.11 on page Thirteen (13) of the Mortgage is hereby deleted in its entirety and the following is substituted in its place:

**4.11 ACCURATE BOOKS, RECORDS AND FINANCIAL STATEMENTS.** Mortgagor shall keep and maintain or shall cause to be kept and maintained, at all times, full, true and accurate books of accounts, in sufficient detail to adequately and correctly reflect the results of the operation of the Premises, which books and the records relating thereto, after Mortgagee sends Mortgagor five (5) calendar days prior notice, shall be open to inspection and copying by Mortgagee or its representatives during ordinary business hours, and Mortgagor shall furnish Mortgagee such other financial information, additional or periodic financial statements or true and complete copies of filed federal and state income tax returns, and any amendments thereto, of the Mortgagor or any Guarantor as Mortgagee may request from time to time or as may be required under the Note or any of the Financing Loan Documents, as the same may be modified, amended or renewed from time to time.

8. The Maturity Date (as such term is defined in the Note and Mortgage) shall be changed from August 27, 2014 to August 27, 2019. All references in the Note and Mortgage to the phrase "August 27, 2014" are hereby deleted in their entirety and replaced with the phrase "August 27, 2019", and the phrase "Maturity Date" shall be amended to be defined as August 27, 2019.

9. 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:**

Washington Terrace LLC,  
an Illinois limited liability company

By: (SEE PRIOR PAGE)

Norman L. Hafron  
Its: Manager

By: (Signature)

James M. Sears  
Its: Manager

**MORTGAGEE:**

TCF NATIONAL BANK

By: (SEE PRIOR PAGE)

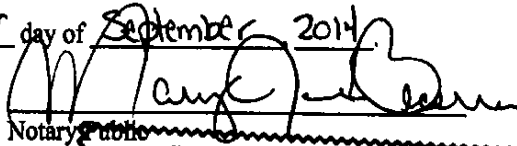
Mark Holladay  
Its: Assistant Vice President

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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 Norman L. Hafron, personally known to me to be the same person whose name is as Manager, of Washington Terrace LLC, an Illinois limited liability company, 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 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 30<sup>th</sup> day of September, 2014.

  
Notary Public



STATE OF ILLINOIS )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that James M. Sears personally known to me to be the same person whose name is as Manager, of Washington Terrace LLC, an Illinois limited liability company, 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 act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

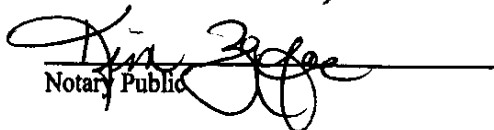
GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark Holladay as Assistant Vice President 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 he being duly authorized, signed and delivered said instrument as his 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 2<sup>nd</sup> day of Oct, 2014.

  
Notary Public



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Norman L. Hafron, personally known to me to be the same person whose name is as Manager, of Washington Terrace LLC, an Illinois limited liability company, 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 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
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 James M. Sears personally known to me to be the same person whose name is as Manager, of Washington Terrace LLC, an Illinois limited liability company, 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 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 30<sup>th</sup> day of September, 2014.

Maria Quintanilla  
Notary Public



STATE OF ILLINOIS )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark Holladay as Assistant Vice President 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 he being duly authorized, signed and delivered said instrument as his 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
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 27, 2014 BETWEEN

**Washington Terrace LLC, an Illinois limited liability company**

AND

**TCF NATIONAL BANK**

**LEGAL DESCRIPTION**

LOTS 1 TO 8 IN BLOCK 1 IN DAVIDSON SUBDIVISION OF BLOCKS 7 AND 8 AND PART OF  
BLOCK 12 IN WILSON, HEALD AND STEBBIN'S SUBDIVISION OF THE EAST 1/2 OF  
SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Commonly known as: 6160-6212 S. King Drive, Chicago, Illinois 60637**

**P.I.N.: 20-15-317-040-0000**

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