

UNOFFICIAL COPY

**TCF NATIONAL BANK
THIRD AMENDMENT TO
COMMERCIAL MORTGAGE
Assignment of Rents, Security
Agreement and Financing
Statement**



Doc#: 1507542001 Fee: \$76.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/16/2015 08:14 AM Pg: 1 of 6

PREPARED BY AND AFTER
RECORDING MAIL TO:

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, Illinois 60527
Attn: Commercial Lending
Department

This space reserved for Record's use only.

This Third Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Third Amendment") is dated as of October 30, 2014 and effective July 1, 2014, and is made between CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to NORTH STAR TRUST COMPANY, successor trustee to GREATBANC TRUST COMPANY, successor trustee to MARINE TRUST AND INVESTMENT COMPANY, as trustee, under trust agreement dated December 10, 1998 and known as trust number 80-5007 ("Mortgagor") whose address is 10 S. LaSalle Street, Suite 2750, Chicago, IL 60603 ("Mortgagor") and TCF National Bank, a national banking association ("Mortgagee"), with an office located at 800 Burr Ridge Park, 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 April 12, 2004 and recorded April 21, 2004, as document number 0411233140; a First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated as of April 15, 2009 and recorded on May 15, 2009 as document number 0913533004; and Second Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated as of July 1, 2009 and recorded July 28, 2009 as document number 0920945033 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.

Box 400

S N
P 6
S N
SC Y
INT B

8198834, PL 1 of 2

UNOFFICIAL COPY

2. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a Commercial Mortgage Installment Note in the original principal amount of \$6,500,000.00 as amended by that certain First Note Modification Agreement dated April 15, 2009; and that certain Amended and Restated Commercial Mortgage Installment Note dated July 1, 2009, payable to Mortgagee and executed jointly and severally by Mortgagor ("Note").

3. The principal balance of the Note is due and payable on July 1, 2014. As of the date hereof, the outstanding principal balance due is \$4,091,452.64.

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. That the Second (2nd) paragraph on page One (1) is hereby deleted in its entirety, and the following is substituted in its place:

Whereas, Mortgagor has executed an Amended and Restated Commercial Mortgage Installment Note Fixed Rate dated July 1, 2009 in the principal amount of Five Million Four Hundred Fifty-Two Thousand Sixty-Nine and 96/100 Dollars (\$5,452,069.96) and a First Modification Agreement to Amended and Restated Note dated as of October 30, 2014 and effective July 1, 2014, payable to Mortgagee and due November 30, 2014 ("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.

B. In all 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 the day and year written above.

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL COPY

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY, as Successor trustee, NORTH STAR TRUST COMPANY, as Successor trustee to GREATBANC TRUST COMPANY, Successor trustee to MARINE TRUST AND INVESTMENT COMPANY as Trustee under Trust Agreement dated December 10, 1998 and known as Trust Number 80-5007 and not personally

By: Linda Lee Fuchs
Its: Asst VP/Land Trust Officer

By: Attestation not required pursuant to corporate by-laws.
Its: _____

MORTGAGEE:

TCF NATIONAL BANK

By: Will B. Weale

Its: VICE PRESIDENT

By: Kenneth

Its: Officer



ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

UNOFFICIAL COPY


EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO NORTHSTAR TRUST COMPANY, SUCCESSOR TO GREATBANC TRUST COMPANY, SUCCESSOR TO MARINE TRUST AND INVESTMENT COMPANY AS TRUSTEE U/T/A DATED DECEMBER 10, 1998, AND KNOWN AS TRUST NUMBER 80-5007, WHICH IS ATTACHED TO AND MADE A PART OF THAT THIRD AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT WITH TCF NATIONAL BANK

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Dated: November 3, 2014

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally

By:


Assistant Vice President/Land Trust Officer



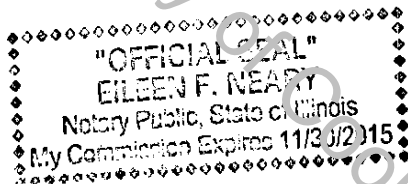
Book Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Linda Lee Lutz and [Signature] ^{Attestation not required of} ~~and~~ ^{pursuant to corporate by laws.} CHICAGO LAND TRUST COMPANY, a corporation, and personally known to me, be the same persons whose names are subscribed to the foregoing instrument as such Asst VP/Land Trust Officer and N/A, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of November, 2014



[Signature]
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 William B. Weal, as Vice President and Kari Reid, as an Officer 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 instruments as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of October, 2014.

[Signature]
Notary Public



UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION

LOT 1 IN THE POINTE, BEING A RESUBDIVISION OF PART OF LOT 5 IN GEO. KIRCHOFF ESTATE SUBDIVISION IN SECTION 7, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND FORMERLY KNOWN AS THAT PART OF LOT 5 IN GEORGE KIRCHOFF ESTATE SUBDIVISION OF PARTS OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTIONS 7 AND 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID SECTION 7 THAT IS DISTANCE 17.82 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7 AND THE SOUTHWEST CORNER OF SAID LOT 5, SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION 13, THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 7, BEING ALSO THE WEST LINE OF SAID LOT 5, FOR A DISTANCE OF 1,649.08 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF RAND ROAD AS THE SAME IS NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF RAND ROAD FOR A DISTANCE OF 265.92 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE FOR A DISTANCE OF 28.28 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID CENTERLINE OF RAND ROAD FROM A POINT THEREON THAT IS DISTANCE 298.00 FEET SOUTHEASTERLY OF THE WEST LINE OF SAID SECTION 7 (AS MEASURED ALONG SAID CENTERLINE), SAID POINT ON THE PERPENDICULAR LINE BEING DISTANT 70.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF RAND ROAD (AS MEASURED ALONG SAID PERPENDICULAR LINE); THENCE SOUTHWESTERLY ALONG SAID LINE DRAWN PERPENDICULAR TO THE CENTERLINE OF RAND ROAD, FOR A DISTANCE OF 83.02 FEET TO A POINT THAT IS DISTANT 96.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7, AS MEASURED PERPENDICULAR TO SAID WEST LINE FROM A POINT THEREON THAT IS 320.94 FEET SOUTH OF SAID CENTERLINE OF RAND ROAD; THENCE SOUTH ALONG A LINE PARALLEL TO AND 96.00 FEET EAST OF THE WEST LINE OF SAID SECTION 7 FOR A DISTANCE OF 195.06 FEET; THENCE SOUTH 04 DEGREES, 19 MINUTES, 11 SECONDS WEST, 6.94 FEET TO A POINT FOR A PLACE OF BEGINNING, A SOUTHERLY EXTENSION OF SAID LAST DESCRIBED LINE BEARING SOUTH 04 DEGREES 19 MINUTES 11 SECONDS WEST AS DRAWN THROUGH A POINT 669.21 FEET NORTH AND 55.00 FEET EAST OF THE NORTHEAST CORNER OF SAID SECTION 13, AS MEASURED ALONG THE WEST LINE OF SAID SECTION 7 AND ALONG A LINE AT RIGHT ANGLES THERETO, SAID PLACE OF BEGINNING BEING ON A SOUTHEASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE CONTINUING ALONG THE AFOREDESCRIBED LINE BEARING SOUTH 04 DEGREES 19 MINUTES 11 SECONDS WEST, 326.32 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF WOODS DRIVE (FORMERLY RANDHAVEN LANE) ACCORDING TO THE PLAT OF DEDICATION RECORDED JULY 30, 1974 AS DOCUMENT NO. 22797785; THENCE SOUTH 85 DEGREES 40 MINUTES 49 SECONDS EAST ALONG SAID NORTHERLY LINE OF WOODS DRIVE 8.63 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THE FOLLOWING TWO COURSES ARE ALONG THE NORTHERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249, AFORESAID; THENCE NORTH 81 DEGREES 05 MINUTES 37 SECONDS EAST, A DISTANCE OF 122.37 FEET; THENCE NORTH 66 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 405.01 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED BY INSTRUMENT RECORDED DECEMBER 10, 1940 AS DOCUMENT NO. 12592033; THENCE NORTH 43 DEGREES 54 MINUTES 03 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD AS WIDENED, A DISTANCE OF 458.87 FEET TO THE SOUTHEASTERLY LINE OF LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION CASE NO. 87L50249 IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS; THENCE SOUTH 39 DEGREES 59 MINUTES 19 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTHEASTERLY LINE, A DISTANCE OF 244.53 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1775 RAND ROAD, ARLINGTON HEIGHTS, IL 60004
P.I.N: 03-07-301-003-0000