



Doc#: 1530015001 Fee: \$48.25  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/27/2015 08:29 AM Pg: 1 of 5

**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

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This Third Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement ("Third Amendment") is dated as of August 10, 2015, and is made between Peter A. Bernal, Jennifer A. Bernal, Gary J. Laden and Sandra M. Laden, as to Units 101, 104, 105, 106, 107, 108, 202, 204, 205, 206, 207 and 208 and Peter A. Bernal, Jennifer A. Bernal and Sandra M. Laden, as to Units 102, 103, 201 and 203, whose address is 22492 Parkview Lane, Frankfort, Illinois 60423 ("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 October 16, 2000 and recorded October 31, 2000, as document number 00855647 and a First Amendment to Mortgage dated as of September 11, 2003 and recorded December 11, 2003 as document number 0334501393 and a Second Amendment to Mortgage dated as of August 18, 2005 and recorded August 24, 2005, as document number 0523605000 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 \$550,000.00, First Note Modification Agreement dated September 11, 2003 and Second Note Modification Agreement dated August 18, 2005 which among other things increased the face amount of the note to \$750,000.00 payable to Mortgagee and executed jointly and severally by Mortgagor ("Original Note").
3. As of the date hereof, the outstanding principal balance due is \$580,004.14.
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:

5. 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:

S  
P  
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Whereas, Mortgagor has executed an Amended and Restated Commercial Mortgage Installment Note dated August 10, 2015 in the original principal amount of Five Hundred Eighty Thousand Four and 14/100 Dollars (\$580,004.14), payable to Mortgagee and due on November 10, 2015 ("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-obligator, 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 indebtedness outstanding at the time any advance is made.

6. That sub-paragraph (ii) under Section 2(d) captioned as "Default" on page Three 3 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;

7. That paragraph P is hereby added to Section 2 on page Six (6) of the Mortgage:

P "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.

8. That Section 4.8 on page Thirteen (13) of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:

**4.8 SALE, LEASE, ENCUMBRANCE PROHIBITED.** Notwithstanding any other provisions of this Mortgage, no sale, lease (except in the ordinary course of the operation of the Premises), mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest in or power of direction under a land trust or other trust which holds title to the Premises, may be made without the prior written consent of Mortgagee. Further, there shall be no change of control (by way of transfers of stock, partnership or member interests or otherwise) in Mortgagor or in any partner, member, manager or shareholder, as applicable, which directly or indirectly controls the day to day operations and management of Mortgagor and/or owns a controlling interest in Mortgagor.

9. That paragraph 4.26 is hereby added to Section 4 on page Seventeen (17):

#### **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 funds 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.

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10. 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:**

[Signature]  
Peter A. Bernal

[Signature]  
Jennifer M. Bernal

[Signature]  
Gary J. Laden

[Signature]  
Sandra M. Laden

**MORTGAGEE:**

TCF NATIONAL BANK

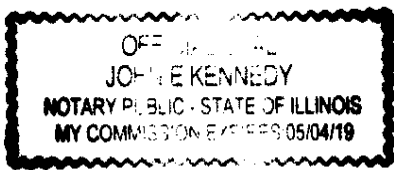
By: [Signature]  
Michelle L. Stecko

Its: Assistant Vice President

STATE OF IL )  
 )ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Peter A. Bernal and Jennifer A. Bernal, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24<sup>th</sup> day of Sept, 2015.



[Signature]  
Notary Public

STATE OF Florida )  
 )ss.  
COUNTY OF Flagler )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Gary J. Laden and Sandra M. Laden, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of Sept, 2015.



[Signature]  
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 AUGUST 10, 2015 BETWEEN

Peter A. Bernal, Jennifer A. Bernal, Gary J. Laden and Sandra M. Laden

AND

**TCF NATIONAL BANK**

### LEGAL DESCRIPTION

UNITS 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207 AND 208 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 151<sup>ST</sup> STREET CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 96519831, IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4741 West 151<sup>st</sup> Street, Oak Forest, Illinois 60452

P.I.N.	28-15-100-036-1001	28-15-100-036-1009
	28-15-100-036-1002	28-15-100-036-1010
	28-15-100-036-1003	28-15-100-036-1011
	28-15-100-036-1004	28-15-100-036-1012
	28-15-100-036-1005	28-15-100-036-1013
	28-15-100-036-1006	28-15-100-036-1014
	28-15-100-036-1007	28-15-100-036-1015
	28-15-100-036-1008	28-15-100-036-1016

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