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RHSP FEE: \$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 04/18/2017 11:03 AM PG: 1 OF 6

**FIRST AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT**
(Berwyn, Cook County, Illinois)

THIS FIRST AMENDMENT TO COMMERCIAL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") dated as of March 20th, 2017, with an effective date of February 10, 2017, by and between **MT GROUP, LLC**, an Illinois limited liability company ("**Mortgagor**") and **TCF NATIONAL BANK**, a national banking association ("**Mortgagee**"), its successors and its assigns.

RECITALS:

A. Pursuant to the terms of that certain Commercial Mortgage Installment Note – Fixed Rate dated as of March 6, 2012, from Mortgagor in favor of Mortgagee in the original maximum principal amount of Two Hundred Fifty-Five Thousand and/100 Dollars (\$255,000.00) (as it may be modified, amended and/or restated from time to time, the "**Note**"), Mortgagee made a loan to Mortgagor in like amount (the "**Loan**"). Mortgagor has executed and delivered to Mortgagee a Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated March 6, 2012, and recorded March 13, 2012 with the Cook County Recorder of Deeds as Document No. 1207312058 (as it may be modified, amended and/or restated from time to time, the "**Mortgage**"), which Mortgage encumbers the real property described on **Exhibit A** attached hereto.

B. Mortgagor has requested and Mortgagee has agreed to enter into that certain First Amendment to Commercial Mortgage Installment Note – Fixed Rate dated as of even date herewith between Mortgagor and Mortgagee (the "**First Amendment to Note**"), whereunder, among other things, the Maturity Date (as defined in the Note) is extended from February 10, 2017, to February 10, 2024.

C. As a condition precedent to execution of the First Amendment to Note, Mortgagor and Mortgagee wish to amend the Mortgage to reflect, among other things, that the Loan now has a Maturity Date of February 10, 2024.

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D. **NOW, THEREFORE**, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by Mortgagee, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference to this Amendment.

2. Mortgagor and Mortgagee acknowledge and agree that the Maturity Date under the Note has been extended to February 10, 2024, as it may be accelerated in accordance with the terms of the Note. To reflect such Maturity Date, any and all references to the Maturity Date of the Note or the Loan contained in the Mortgage shall refer to the date "February 10, 2024."

3. Mortgagor and Mortgagee hereby agree to modify the Mortgage to require each Guarantor (as defined in the Mortgage) of the Loan to submit their tax returns to Mortgagee within twenty (20) days of the filing thereof. To reflect such modification, Section 4.11(e) of the Mortgage is hereby deleted in its entirety and replaced with the following:

"(e) Mortgagor shall cause each Guarantor (i) to annually submit to Mortgagee within one hundred twenty (120) calendar days after the end of each such Guarantor's calendar or fiscal year, as the case may be, or more frequently as Mortgagee may request from time to time, such Guarantor's financial statements prepared by an individual or entity required by Mortgagee in accordance with generally accepted accounting principles consistently applied and signed by such Guarantor, and (ii) to annually submit within twenty (20) calendar days after filing, federal income tax returns and any amendments thereto filed for the immediately preceding fiscal or calendar year of each such Guarantor."

4. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Mortgagor, and no notice of any extension, change, modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

6. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(signature on following page)

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IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

MORTGAGOR:

MT GROUP, LLC, an Illinois limited liability company

By: [Signature]
Name: TER PALARCZYK
Its: MANAGER

MORTGAGEE:

TCF NATIONAL BANK, a national banking association

By: [Signature]
Name: Michelle L Stecko
Its: VP

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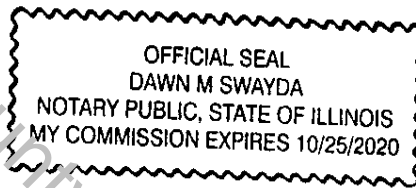
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Dawn M. Swayda, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ted Palarczyk as manager of **MT GROUP, LLC**, an Illinois limited liability company, 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 that he has signed and delivered the said instrument on behalf of said limited liability company, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of March, 2017.

Dawn M Swayda
Notary Public

My commission expires: 10/25/2020



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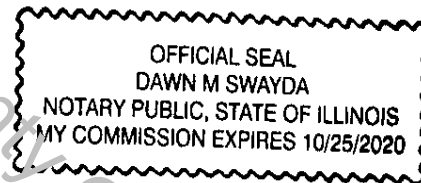
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I Dawn M. Swayda in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michelle Stecko, personally known to me as the Vice President of TCF NATIONAL BANK, a national banking association, and 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 that as officer such of said entity, s/he signed and delivered the said instrument, and caused the seal of said entity to be affixed thereto, pursuant to authority given, as his/her free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of march, 2017.

Dawn M Swayda
Notary Public

My Commission Expires: 10/25/2020



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EXHIBIT A

Legal Description

Lot 18 and the South 8 feet of Lot 19 in Block 9 in Kirchman and Jedlan's Western Agency and Loan Corporation Subdivision of Lots 5 and 6 in Circuit Court Partition of the West ½ of the West ½ of Section 30 and the West 36.04 feet of the South 1677.42 feet of the East ½ of the Southwest ¼ of said Section 30, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN NO.: 16-30-320-039-00000

COMMON ADDRESS: 3057 Harlem Avenue, Berwyn, Illinois 60402

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