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RECORDATION REQUESTED BY:

MARQUETTE BANK Corporate Center 10000 West 151st Street Orland Park, IL 60462

WHEN RECORDED MAIL TO:

MARQUETTE BANK Corporate Center 10000 West 151st Street Orland Park, IL 60462



2755831007

Doc#: 0735831002 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 12/24/2007 09:04 AM Pg: 1 of 4

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
C. Erwin, Credit Administration Dept.
MARQUETTE BANK
10000 West 151st Street
Orland Park, IL 60462

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 2. 2007, is made and executed between DHE Development, Inc., an Illinois Corporation, whose address is 9/85 Bormet Road, Mokena, IL 60448 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 25, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in the Office of the Cook County Recorder of Deeds as Document No. 0627947094.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

The West 5 Acres of the East 17 Acres of the West 34 Acres of the North 60 Acres of the Northwest 1/4 of Section 8, Township 36 North, Range 12, East of the Third Principal Meridian, (except that part taken for roads and highways,) in Cook County, Illinois.

The Real Property or its address is commonly known as 11151 W. 143rd Street, Orland Park, IL 60462. The Real Property tax identification number is 27–08–100–002–0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$5,180,000.00.

In addition, the term "Note" defined in the original mortgage has been expanded to include the promissory note dated August 27, 2004 in the original principal amount of \$1,440,000.00, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements. The interest rate on the Notes is a variable interest rate based upon an index. The index currently is 7.50% per annum. Payments on the Notes are to be made in accordance with the repayment schedule as specified on the respective notes!

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0735831002 Page: 2 of 4

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### MODIFICATION OF MORTGAGE (Continued)

Page 2

If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on the Mortgage be more than the maximum rate allowed by applicable law.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissary note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person conserts to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF TS 7.

Of County Clarks Office MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 24, 2007.

**GRANTOR:** 

Michael G. Flaherty, President of DHE Development, Inc.

John P. Flaherty, Secretary of DHE Development, Inc.

LENDER:

MARQUETTE BANK

0735831002 Page: 3 of 4

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# MODIFICATION OF MORTGAGE (Continued)

Page 3

CORPORATE ACKNOWLEDGMENT	
)	
) SS	
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2007 before me, the undersigned Notary	
of DHE Development, Inc. and John P. Flaherty, e authorized agents of the corporation that executed ion to be the free and voluntary act and deed of the oard of directors, for the uses and purposes thereir execute this Modification and in fact executed the	
Residing at Marquette Sank	
"OFFICIAL SEAL" BARBARA K. RENIK Notary Public, State of Illinois My Commission Expires 08/06/08	
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T'S OFFICE	

0735831002 Page: 4 of 4

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### MODIFICATION OF MORTGAGE (Continued)

Page 4 LENDER ACKNOWLEDGMENT ) SS **COUNTY OF** ) On this 3001 before me, the undersigned Notary Public, personally appeared and known to me to be the , authorized agent for MARQUETTE BANK that executed the within and foregoing instrument and acknowledged said instrur. ent to be the free and voluntary act and deed of MARQUETTE BANK, duly authorized by MARQUETTE BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of MARQUETTE BANK. Ву Residing at \_ Notary Public in and for the State of 999**99999999999** My commission expires \_ "OFFICIAL SEAL" BARBARA K. RENIK Notary Public, State of Illinois Mr. Commission Expires 08/06/08 LASER PRO Lending, Ver. 5.38.10.001 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Recorved. PPS1CFI\_WIN1CFI1LPL1G201.FC TR-19604 PR-94 1014'S OFFICE