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Doc#: 1017631029 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/25/2010 11:01 AM Pg: 1 of 4

RECORDATION REQUESTED BY:
THE LEADERS BANK
Oak Brook
2001 York Road
Oak Brook, IL 60523

WHEN RECORDED MAIL TO:
THE LEADERS BANK
Oak Brook
2001 York Road
Oak Brook, IL 60523



FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Karen L. Klein, Credit Administration
THE LEADERS BANK
2001 York Road
Oak Brook, IL 60523

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 15, 2010 is made and executed between Marquis Sales Co., Inc., whose address is PO Box 307, Westmont, IL 60559 (referred to below as "Grantor") and THE LEADERS BANK, whose address is 2001 York Road, Oak Brook, IL 60523 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 11, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 27, 2004 as Document Number 0414826073.

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

LOT 2, 3 AND 4 IN BLOCK 87 IN GROSS' 3RD ADDITION TO GROSSDALE, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 LYING NORTH OF OGDEN AVENUE (EXCEPT RAILROAD) AND THE EAST 1/2 OF THE NORTHEAST 1/4 SOUTH OF OGDEN AVENUE IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 8837 W. Ogden Avenue, Brookfield, IL 60513. The Real Property tax identification number is 18-03-222-007-0000; 18-03-222-008-0000; 18-03-222-009-0000.

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

a.) Delete and restate the definition of Note to read as follows: The word "Note" means the Promissory Note dated May 15, 2010 in the original principal amount of \$242,408.30 from Marquis Sales Co., Inc. to Lender and the Promissory Note dated May 15, 2010 in the original principal amount of \$29,118.40 from Marquis Sales Co., Inc. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law.

INT 2/11
ESC 2/11
MSC 2/11
SPS 2/11
S 2/11

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MODIFICATION OF MORTGAGE (Continued)

b.) Delete and restate the definition of Cross-Collateralization: In addition to the Note, this Mortgage secures the Promissory Note dated May 15, 2010, in the original principal amount of \$242,408.30 from Marquis Sales Co., Inc. to Lender and the Promissory Note dated May 15, 2010 in the original principal amount of \$29,118.40 from Marquis Sales Co., Inc. to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

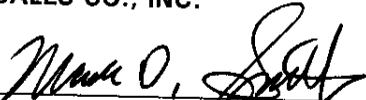
c.) Add the following Cross-Default language: This loan is cross-defaulted with all existing loans to the Borrowers and/or all related entities, including but not limited to: The Promissory Note dated May 15, 2010 from the Borrower to Lender, in the principal amount of \$242,408.30 and the Promissory Note dated May 15, 2010 from the Borrower to Lender, in the principal amount of \$29,118.40.

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 promissory 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 consents 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 MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 15, 2010.

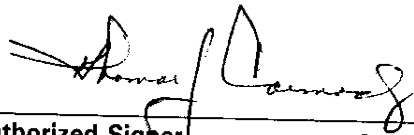
GRANTOR:

MARQUIS SALES CO., INC.

By: 
Mark D. Smith, President of Marquis Sales Co., Inc.

LENDER:

THE LEADERS BANK

X 
Authorized Signer SVP

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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

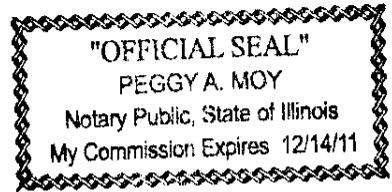
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10th day of June, 2010 before me, the undersigned Notary Public, personally appeared **Mark D. Smith, President of Marquis Sales Co., Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Peggy A. Moy Residing at Westchester, IL 60154

Notary Public in and for the State of Illinois

My commission expires 12-14-11



Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 15th day of June, 2010 before me, the undersigned Notary Public, personally appeared THOMAS J. CARNEY and known to me to be the SENIOR VICE PRESIDENT, authorized agent for **THE LEADERS BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **THE LEADERS BANK**, duly authorized by **THE LEADERS 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 **THE LEADERS BANK**.

By Peggy A. Moy Residing at Westchester Il 60154

Notary Public in and for the State of Illinois

My commission expires 12-14-11

