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RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
CHICAGO O'HARE
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143



Doc#: 1220650024 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/24/2012 02:10 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

500019473-52015 370 50500

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
First Midwest Bank
300 N. Hunt Club Road
Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 26, 2012, is made and executed between DPK, LLC, whose address is 288 HOLBROOK DRIVE, WHEELING, IL 600905870 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 26, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded May 12, 2006 as Document #0613208130 in Cook County, Illinois.

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

LOTS 7, 8 AND 9 IN FIRST ADDITION TO PALATINE EXPRESSWAY INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS, ON FEBRUARY 27, 1970 AS DOCUMENT LR2493375 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 14, 1970, AS DOCUMENT 21057505

The Real Property or its address is commonly known as 270-290 HOLBROOK DRIVE, WHEELING, IL 600900000. The Real Property tax identification number is 03-14-302-009-0000, 03-14-302-010-0000 AND 03-14-302-011-0000.

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

To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The word "Note" means as follows:

1. The promissory note dated May 26, 2012, in the original principal amount of \$6,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 52015

a variable rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate of 0.500 percentage points under the Index, resulting in an initial rate of 2.750% per annum. Notice: under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. The maturity date of the Note is May 26, 2013. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

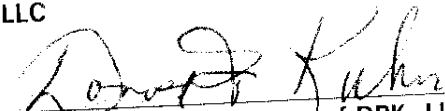
2. The promissory note dated April 26, 2011, in the original principal amount of \$1,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate of 0.500 percentage points under the Index, resulting in an initial rate of 2.750% per annum. Notice: under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. The maturity date of the Note is April 26, 2016. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE."

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 26, 2012.

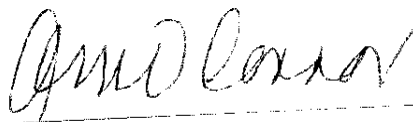
GRANTOR:

DPK, LLC

By: 
DONALD KUHNS, Manager of DPK, LLC

LENDER:

FIRST MIDWEST BANK

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 52015

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL _____)

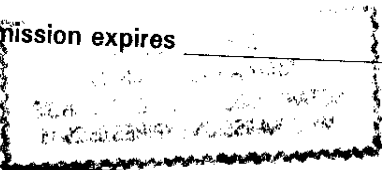
COUNTY OF COOK _____) SS
_____)

On this 15 day of July, 2012 before me, the undersigned Notary Public, personally appeared **DONALD KUHN**, Manager of DPK, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By *Attest* _____ Residing at _____

Notary Public in and for the State of IL

My commission expires 5/29/15



COOK County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 52015

LENDER ACKNOWLEDGMENT

STATE OF IL

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) SS
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COUNTY OF COOK

On this 16 day of July, 2012 before me, the undersigned Notary Public, personally appeared Anne O'Connor and known to me to be the Senior VP, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By [Signature] Residing at _____

Notary Public in and for the State of _____

My commission expires 5/29/15



Proprietary of Cook County Clerk's Office