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**RECORDATION REQUESTED BY:** 

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

Doc#: 1300404029 Fee: \$48.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/04/2013 09:27 AM Pg: 1 of 6

WHEN RECORDED MAIL TO: MARQUETTE BANK Corporate Center 10000 West 151st Street Orland Park, II. \$0462

8858185 OP-CL

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by Credit Adminstration Dept.

MARQUETTE BANK

10000 West 151st Street

Orland Park, IL 60462

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 10, 20.2, is made and executed between PML Builders, Inc., an Illinois Corporation, whose address is 5725 W 93th St., Oak Lawn, IL 60453 (referred to below as "Grantor") and MARQUETTE BANK, whose address is 10,000 West 151st Street, Orland Park, IL 60462 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 10, 2011 (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 Number 1130040044.

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

See Property Description Exhibit, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 7719 Nagle Avenue, Burbank, IL; 6237 W. 92nd Street, Oak Lawn, IL; 5258 W. 79th Street units A3 and B1, Burbank, IL and 9440 S. 51st Avenue, Unit 508 and P-27, Oak Lawn, IL. The Real Property tax identification number is 19-30-406-010-0000 (7719 Nagle); 24-05-310-002-0000 (6237 W 92nd); 19-28-336-022-1006 (5258 W 79th Unit A3); 19-28-336-022-1002 (5258 W 79th Unit B1) and 24-04-417-046-1066 & 24-04-417-046-1096 (9440 S. 51st Unit 508 & P-27).

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

This Modification changes the interest rate from a variable interest rate based upon an Index, to a rate of 4.50%, until paid in full. Payments on the Note are to be made in accordance with the repayment schedule as specified therein. 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

**BOX 334 CTI** 

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### MODIFICATION OF MORTGAGE (Continued)

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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 wriver applies not only to any initial extension or modification, but also to all such subsequent actions.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MONTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

GRANTOR ACKNOWLEDGES HAVING PEAD ALL THE PROVISIONS OF THIS MODIFICATION OF TEN OF COUNTY CONTROL MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED **DECEMBER 10, 2012.** 

**GRANTOR:** 

PML BUILDERS, INC.

McLoughlin. President of PML Builders, Inc.

LENDER:

**MARQUETTE BANK** 

**Authorized Signer** 

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## **MODIFICATION OF MORTGAGE** (Continued)

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CORPORATE ACKNOWLEDGMENT	
STATE OF	)
country of	) SS )
Public, personally appeare. Patrick McLoughlin, Pre- Secretary of PML Builders, Inc., and known to me to Modification of Mortgage and acknowledged the Modificorporation, by authority of its Bylaws or by resolution of	before me, the undersigned Notary esident of PML Builders, Inc. and Mary McLoughlin, be authorized agents of the corporation that executed the ication to be the free and voluntary act and deed of the of its board of directors, for the uses and purposes thereined to execute this Modification and in fact executed the Residing at Marguette Bank
Notary Public in and for the State of	1

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# MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT		
STATE OF Allendia	)	
COUNTY OF	) SS )	
On this 12th day of December	, 20/2 before me, the undersigned Notary	
acknowledged said instrument to be the free and voluntary	hat executed the within and foregoing instrument and act and deed of MARQUETTE BANK, duly authorized by	
MARQUETTE BANK through its board of directors or othe on oath stated that he or she is authorized to execute this on behalf of MARQUETTE BANK.	• • •	
By Barbara K. Renik	Residing at Margaette Bank	
Notary Public in and for the State of <u>Allusia</u>	)	
My commission expires $8/23/16$	"OFFICIAL SEAL" BARBARA K. RENIK Notary Public, State of Illinois My Commission Expires 08/23/16	

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### PROPERTY DESCRIPTION EXHIBIT

This PROPERTY DESCRIPTION EXHIBIT is attached to and by this reference is made a part of the Modification of Mortgage, dated December 10, 2012, and executed in connection with a loan or other financial accommodations between MARQUETTE BANK and Patrick McLoughlin and Mary McLoughlin.

### **Legal Description**

Parcel 1: Lot 35 in Block 17 in Frederick H. Bartlett's First Addition to Greater 79th Street Subdivision, being a Subdivision of South East quarter of South East quarter of Section 30, also the South West quarter of South West quarter and South East quarter of South West quarter of Section 29, Township 38 North, Range 13, East of the Third Principal Mendian, in Cook County, Illinois.

Commonly known as: 7719 Nagle Ave., Burbank, IL 60459

PIN: 19-30-406-010-0050

\*\*\*\*

Parcel 2: Lot 7 in Emily Highlands, a Resubdivision of Lot 11 in Oak Lawn Farms being a Subdivision of the Southwest 1/4 of Section 5, Township 3 North, Range 13 East of the Third Principal Meridian (except the East 1/2 of the Southeast 1/4 of said Southwest 1/4) in Cook County, Illinois.

Commonly known as: 6237 W. 92nd St., Oak Lawn, IL 60453

PIN: 24-05-310-002-0000

\*\*\*\*

#### Parcel 3A:

Unit numbers B1 and A3 in Lockwood Manor Condominium, as delineated on a plat of survey of the following described tract of land:

Lots 10, 11, 12, 13 and 14 and all of vacated 20 foot alley lying North of and adjacent to said Lots 10, 11, 12 13 and 14 in Block 28 in R. J. Finitzo and Company's West 79th Street Subdivision, being a Resubdivision of Blocks 24, 25 and part of Block 27 and all of Block 28 in Keystone Addition to Chicago, being a Subdivision of the East 1/2 of the Southwest 1/4 of Section 28, Township 38 North, Range 13, East of the Trive Principal Meridian, in Cook County, Illinois.

Which plat of survey is attached as Exhibit "D" to the Declaration of Condominium recorded October 10, 2006 as Document Number 0628322006, as amended from time to time; together with their uno vided percentage interest in the common elements.

#### Parcel 3B:

The exclusive right to the use of garage space G-7, a limited common element, as set forth in the Declaration of Condominium and survey attached thereto recorded as Document 0628322006.

#### Parcel 3C:

The exclusive right to the use of storage space S-5, S-6, limited common elements, as set forth in the Declaration of Condominium and survey attached thereto recorded as Document 0628322006.

#### Parcel 3D:

The exclusive right to the use of parking space PB-1 and PA-3, limited common elements, as set forth in the Declaration of Condominium and survey attached thereto recorded as Document 0628322006.

Commonly known as: 5258 W. 79th Street, Unit A3 and B1, Burbank, IL 60459

PIN: 19-28-336-022-1006 and 19-28-336-022-1002

#### Parcel 4A:

Unit Numbers 508 and P-27 in 51st Avenue Station Condominium, as delineated on a plat of survey of the following



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### PROPERTY DESCRIPTION EXHIBIT (Continued)

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described tract of land:

51st Avenue Station, a planned unit development, being a consolidation of part of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 4, Township 37 North, Range 13 East of the Third Principal Meridian, which plat of consolidation recorded as Document Number 0422419054, in Cook County, Illinois;

Which survey is attached as Exhibit "D" to the Declaration of Condominium recorded July 18, 2005 as Document number 0519919039, as amended from time to time; together with their undivided percentage interests in the common elements.

#### Parcel 4B:

Exclusive right to use for storage purposes, in and to storage space No. SS508, a limited common element, as set forth and defined in said Declaration of Condominium and survey attached thereto, in Cook County, Illinois.

Commonly known as: 9440 S. 51st Avenue, Unit 508 and P-27, Oak Lawn, IL 60453 PIN: 24-04-417-046-1066 and 24-04-417-046-1096.

THIS PROPERTY DESCRIPTION EXHIBIT IS EXECUTED ON DECEMBER 10, 2012. DOOK COUNTY CLOSELY'S OFFICE

**GRANTOR:** 

PML BUILDERS, INC.

President of PML Builders, Inc.

Mary McLoughlin, Secretary of PML Builders, Inc.

LENDER:

**MARQUETTE BANK** 

**Authorized Signer** 

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