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Doc#: 1307056055 Fee: \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/11/2013 01:46 PM Pg: 1 of 5

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

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

312015537-45357 (off 3430) #31200

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

A MARCELLO

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 28, 2013, is made and executed between CANDLELIGHT MANAGEMENT, INC., whose address is 10650 CHURCHILL DRIVE, ORLAND PARK, IL 604678230 (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 August 29, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED SEPTEMBER 3, 2003 AS DOCUMENT# 0324647099 IN COOK COUNTY, ILLINOIS.

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

See EXHIBIT "A", 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 15380 SOUTH 94TH AVENUE, ORLAND PARK, IL 604670000. The Real Property tax identification number is 27-15-100-018-0000.

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 the promissory note dated January 1, 2010, in the original principal amount of \$1,126,897.74 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 6.500% per annum. The maturity date of the Note is April 1, 2013."

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

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 45357

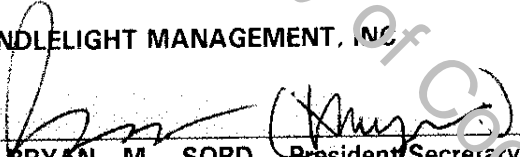
in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, 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 FEBRUARY 28, 2013.

GRANTOR:


CANDLELIGHT MANAGEMENT, INC

By:


BRYAN M. SORD, President/Secretary of CANDLELIGHT
MANAGEMENT, INC.

LENDER:

FIRST MIDWEST BANK

x 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 45357

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 1st day of March, 2013 before me, the undersigned Notary Public, personally appeared **BRYAN M. SORD, President/Secretary of CANDLELIGHT MANAGEMENT, 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 Nancy Grigaliunas Residing at Truly Park

Notary Public in and for the State of Illinois

My commission expires 3/27/16



Watermark: Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 45357

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 1st day of March, 2013 before me, the undersigned Notary Public, personally appeared Jim Schran and known to me to be the Senior Vice President, authorize a 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 Nancy Grigaliunas Residing at Irley Park

Notary Public in and for the State of Illinois

My commission expires 3/27/16



County Clerk's Office

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EXHIBIT "A"

PARCEL 1:

LOT 7 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN

PARCEL 2:

THE RECIPROCAL AND NONEXCLUSIVE RIGHTS, PRIVILEGES, AND EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, PARKING OF VEHICLES, PASSAGE AND ACCOMODATION OF PEDESTRIANS FOR CONSTRUCTION, ERECTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF FOOTINGS, FOUNDATIONS, SUPPORTS AND WALLS, SIGNS, LIGHTS, ENTRANCES, DOORS, MARQUEES, CANOPIES, OVERHANGS, OR OTHER IMPROVEMENTS OF LIKE NATURE, AND TO INSTALL, TIE INTO, USE, MAINTAIN, REPAIR, AND REPLACE UNDER GROUND UTILITY FACILITIES SUCH AS WATER, GAS, ELECTRIC AND TELEPHONE LINES, STORM SANITARY SEWER LINES, AND FOR THE PURPOSE OF THE DEVELOPMENT AND CONSTRUCTION OR RECONSTRUCTION OF IMPROVEMENTS CREATED AND GRANTED AS APPURTENANCES TO PARCEL 3 ALL CREATED, DEFINED AND LIMITED BY THAT CERTAIN RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT DATED AUGUST 1, 1979 AND RECORDED NOVEMBER 7, 1979, AS DOCUMENT 25230921 MADE BY AND AMONG AMALGAMATED TRUST AND SAVINGS BANK, TRUST NO. 3557, WIEBOLT STORES, INC., MONTGOMERY WARD AND COMPANY, INCORPORATED AND MONTGOMERY WARD DEVELOPMENT CORPORATION, AND FRINGE TRACTS AGREEMENT DATED AUGUST 1, 1979 AND RECORDED NOVEMBER 7, 1979 AS DOCUMENT 25230922 AMONG THE SAME PARTIES, AS AMENDED BY AMENDMENT RECORDED MARCH 30, 1981 AS DOCUMENT 25811985 AND FURTHER AMENDED BY AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED JULY 21, 1998 AS DOCUMENT 98630610, AS AMENDED FROM TIME TO TIME, OVER, UNDER, AND ACROSS THE COMMON AREA OF THE LAND, EXCEPT THAT PART FALLING WITHIN SAID PARCEL 1, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 ABOVE TO LAY, CONSTRUCT, ALTER, REPAIR, OPERATE, REMOVE, REPLACE AND MAINTAIN A 12 INCH SANITARY SEWER PIPE LINE AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 1, 1979 AND RECORDED NOVEMBER 7, 1979 AS DOCUMENT 25230920 MADE BY AND BETWEEN HERITAGE PULLMAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 3, 1957 KNOWN AS TRUST NUMBER 5096 AND AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 8, 1978 KNOWN AS TRUST NUMBER 3557 OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 20 FEET OF THE SOUTH 70 FEET OF THE NORTH 2517.35 FEET (AS MEASURED ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF LA GRANGE ROAD (100 FEET WIDE), IN COOK COUNTY, ILLINOIS.