

# UNOFFICIAL COPY



Doc#: 1312616002 Fee: \$46.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/06/2013 09:44 AM Pg: 1 of 5

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 20-25-215-009-0000

**Address:**

**Street:** 7335 S Clyde Ave

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60649

**Lender:** Marquette Bank

**Borrower:** Chicagoland Rehab Network

**Loan / Mortgage Amount:** \$3,000,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** E291D4E6-0217-45EE-A732-8C066E44737B

**Execution date:** 04/19/2013

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INT

**UNOFFICIAL COPY****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

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**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Credit Administration Dept.  
**MARQUETTE BANK**  
 10000 West 151st Street  
 Orland Park, IL 60462

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**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated April 19, 2013, is made and executed between Chicagoland Rehab Network, Ltd., an Illinois Corporation, whose address is 14842 S. Woodcrest Avenue, Homer Glen, IL 60491 (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 April 5, 2013 (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 on 4/16/13 as  
 Document Number 1310629063.

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

The North 30 feet of Lot 17 and Lot 18 (except the North 40 feet) in Block 2 in South Bryn Mawr, a Subdivision of Lots 1 to 5 and 16 to 20 in Block 6 in Stave and Klemm's Subdivision of the Northeast quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 7335 S. Clyde Ave., Chicago, IL 60649. The Real Property tax identification number is 20-25-215-009-0000.

**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 \$3,000,000.00.

The term "Note" defined in the original mortgage as a promissory note dated March 24, 2006, in the original principal amount of \$2,000,000.00 has been refinanced and is evidenced by a promissory note dated April 19, 2013 in the principal amount of \$1,500,000.00 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 is a variable rate based upon an Index. The index currently is 3.25% based on a

**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE  
(Continued)**

Page 2

year of 360 days. Payments on the Note are to be made in accordance with the repayment schedule as specified therein. 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 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 endorser 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 APRIL 19, 2013.**

GRANTOR:

CHICAGOLAND REHAB NETWORK, LTD.

By: 

Stanley W. Bernard, President of Chicagoland Rehab  
Network, Ltd.

LENDER:

MARQUETTE BANK

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### CORPORATE ACKNOWLEDGMENT

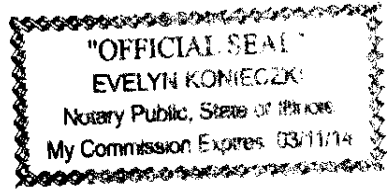
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 23<sup>rd</sup> day of April, 2013 before me, the undersigned Notary Public, personally appeared **Stanley W. Bernard, President of Chicagoland Rehab Network, Ltd.**, 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 Evelyn Konieczka Residing at Alsip

Notary Public in and for the State of Illinois

My commission expires 3-11-14



### LENDER ACKNOWLEDGMENT

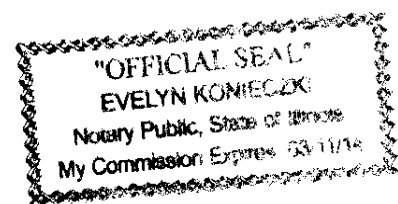
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 25<sup>th</sup> day of April, 2013 before me, the undersigned Notary Public, personally appeared Mark Majdecki and known to me to be the Vice President, authorized agent for **MARQUETTE BANK** that executed the within and foregoing instrument and acknowledged said instrument 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**.

By Evelyn Konieczka Residing at Alsip

Notary Public in and for the State of Illinois

My commission expires 3-11-14



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## MODIFICATION OF MORTGAGE (Continued)

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