

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 1333116098 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/27/2013 03:05 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

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

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

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

**STEWART TITLE COMPANY**  
2055 W. Army Trail Rd. Suite 110  
Addison, IL 60101  
630-889-4050

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 3, 2013, is made and executed between T.K.O. Property Mgt. L.L.C., an Illinois Limited Liability Company, whose address is 10024 S. Kedzie, Evergreen Park, IL 60805 (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 December 28, 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 on January 23, 2012 as Document Number 1202326111.

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

**Parcel 1:**

Lots 11 and 12 in Block 1 in Chase Addition to Washington Heights, a Subdivision of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 and the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 11, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 10024-28 S. Kedzie Ave., Evergreen Park, IL. 60805  
PIN: 24-11-408-028-0000 and 24-11-408-029-0000

**Parcel 2:**

**Parcel A:** Lots 15, 16 and the East 5 feet of Lot 17 in Frank DeLugach Beverly Hills Subdivision of Lots 24 and 25 in Kings Estate Subdivision in Evergreen Park, being the Northwest 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel B:** Lots 17 (except the East 5 feet thereof) and Lot 18 in Frank DeLugach Beverly Hills Subdivision of Lots 24 and 25 in Kings Estate Subdivision in Evergreen park, being the Northwest 1/4 of Section 12, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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## MODIFICATION OF MORTGAGE (Continued)

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Address: 2824 W. 99th St., Evergreen Park, IL. 60805

PIN: 24-12-125-027-00000, 24-12-125-028-0000, 24-12-125-029-0000 and 24-12-125-030-0000

Parcel 3:

Lots 513, 514, 515 and 516 in Frank DeLugach Beverly Hills Crest Subdivision of the East 1/2 of the Southwest 1/4 of Section 12, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 2812 W. 102nd St., Evergreen Park, IL. 60805

PIN: 24-12-312-032-0000, 24-12-312-033-0000 and 24-12-312-034-0000

Parcel 4:

Lot 67 (except the east 5 feet thereof) in Frank De Lugach's Western Avenue View, a Subdivision of Block 6 and Resubdivision of Block 7 in Harry H. Honore Jr.'s Subdivision in the Northeast 1/4 of Section 12 Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 2628 W. 96th Place, Evergreen Park, IL. 60805

PIN: 24-12-208-027-0000

Parcel 5:

Lots 34 and 35 in Block 19 in B.F. Jacobs Evergreen Park Subdivision of the Southeast 1/4 of Section 2, Township 37 North, Range 13, East of the Third Principal Meridian, (except the right of way of the Chicago and Grand Trunk Railway Company) in Cook County, Illinois.

Address: 9327 S. Turner Ave., Evergreen Park, IL. 60805

PIN: 24-02-421-013-0000 and 24-02-421-014-0000

Parcel 6:

Lots 21 and 22 and the North 7 1/2 feet of Lot 23 in Block 2 in Daniel E.C. Moles Subdivision of Lot 2 in Scammons Subdivision of the West 1/2 of the Northeast 1/4 of Section 1, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 8842 S. Talman Ave., Evergreen Park, IL. 60805

PIN: 24-01-206-059-0000

The Real Property or its address is commonly known as 10024-10028 S. Kezie Ave., 2824 W. 99th St., 2812 W. 102nd St., 2628 W. 96th Pl, 9327 S. Turner Ave. and 8842 S. Talman Ave., Evergreen Park, IL. 60805. The Real Property tax identification number is 24-11-408-028-0000 and 24-11-408-029-0000 as to Parcel 1,

24-12-125-027-0000, 24-12-125-028-0000 24-12-125-029-0000 and 24-12-125-030-0000 as to Parcel 2,

24-12-312-032-0000, 24-12-312-033-0000 and 24-12-312-034-0000 as to Parcel 3,

24-12-208-027-0000 as to Parcel 4,

24-02-421-013-0000 and 24-02-421-014-0000 as to Parcel 5,

and 24-01-206-059-0000 as to Parcel 6.

**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 \$600,000.00.

This Modification increases the amount of the Promissory Note referenced in the original mortgage from \$165,000.00 to \$300,000.00 and is evidenced by a Promissory Note dated November 8, 2013 in the amount of \$300,000.00 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 fixed interest rate of 5.00% until paid in full. Payments on the Note are to be made in accordance with the

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(Continued)**

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repayment schedule as specified in the note or Change in Terms Agreement based on a year of 360 days.  
 NOTICE: Under no circumstances shall the interest rate on the Mortgage be less than 5.00% or 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 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 NOVEMBER 8, 2013.**

GRANTOR:

T.K.O. PROPERTY MGT. L.L.C.

By: 

Thomas D. Ollenburger, Manager of T.K.O. Property Mgt. L.L.C.

By: 

Kristin L. Ollenburger, Manager of T.K.O. Property Mgt. L.L.C.

LENDER:

MARQUETTE BANK

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

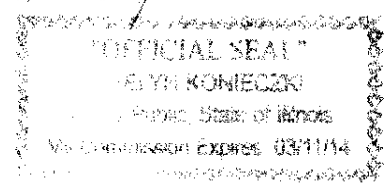
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 13<sup>th</sup> day of November, 2013 before me, the undersigned Notary Public, personally appeared **Thomas D. Ollenburger, Manager of T.K.O. Property Mgt. L.L.C. and Kristin L. Ollenburger, Manager of T.K.O. Property Mgt. L.L.C.**, and known to me to be members or designated agents 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 statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Emily Konieczko Residing at Illinois

Notary Public in and for the State of Illinois

My commission expires 3-11-14



PROPOSED  
 Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

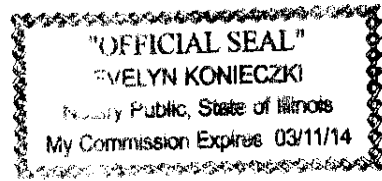
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 13<sup>th</sup> day of November, 2013 before me, the undersigned Notary Public, personally appeared Robert Rodie 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 Konieczki Residing at Alsip

Notary Public in and for the State of Illinois

My commission expires 3-11-14



Cook County Clerk's Office