

UNOFFICIAL COPY



RECORDATION REQUESTED BY:

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

Doc#: 1333116110 Fee: \$48.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 11/27/2013 03:13 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:

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

612638 2/2

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 18, 2013, is made and executed between Marquette Bank, not personally but as Trustee on behalf of Trust No. 17392 under the Trust Agreement dated August 30, 2006, whose address is 9533 W. 143rd. St., Orland Park, IL 60462 (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 July 18, 2010 (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 September 9, 2010 as Document Number 1025235200.

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 IL.

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 \$7,600,000.00

In addition, the term "Note" defined in the original mortgage has been expanded to include the promissory note dated November 18, 2013 in the original principal amount of \$1,350,000.00, from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements. The interest rate on the Notes is a variable interest rate based upon an index. The index currently is 3.25% based on a year of 360 days. Payments on the Notes are to be made in accordance with the repayment schedule as

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

specified on the respective notes. 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 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 18, 2013.

GRANTOR:

**MARQUETTE BANK TRUST NO. 17992 UNDER THE TRUST AGREEMENT
DATED AUGUST 30, 2006**

*NOTARIAL PUBLIC STATE OF ILLINOIS
NOV 18 2013*

MARQUETTE BANK, not personally but as Trustee under that certain trust agreement dated 08-30-2006 and known as Marquette Bank Trust No. 17992 under the Trust Agreement dated August 30, 2006.

By: *Joyce A. Madison*
JOYCE A. MADISON, Land Trust Officer of Marquette
Bank

By: *Christine [Signature]*
Christine [Signature], ASSISTANT SECRETARY of
Marquette Bank

Notary Public for Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER:

MARQUETTE BANK

X *[Signature]*
Authorized Signer

TRUST ACKNOWLEDGMENT

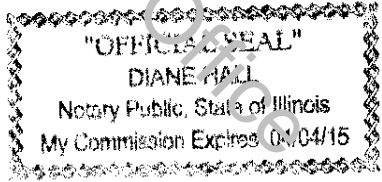
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 19th day of November, 2013 before me, the undersigned Notary Public, personally appeared ~~JOYCE R. NI~~ *[Signature]*, Land Trust Officer of Marquette Bank, Trustee of Marquette Bank Trust No. 17992 under the Trust Agreement dated August 30, 2006 and ~~Offence Hoard~~ *[Signature]*, ASSISTANT SECRETARY of Marquette Bank, Trustee of Marquette Bank Trust No. 17992 under the Trust Agreement dated August 30, 2006, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By *[Signature]* Residing at *[Signature]*

Notary Public in and for the State of Illinois

My commission expires 4-4-15



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

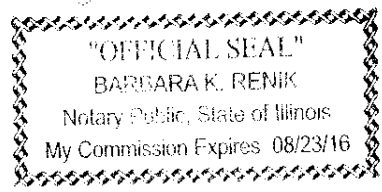
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 19th day of November, 2013 before me, the undersigned Notary Public, personally appeared Brandon Bauer and known to me to be the VP, 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 Barbara K. Renik Residing at Marquette Bank

Notary Public in and for the State of Illinois

My commission expires 8/23/16



PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

This document is executed by MARQUETTE BANK, not personally but as Trustee under Trust No. 17992 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed by and between the parties hereto anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against MARQUETTE BANK, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

Clerk's Office

UNOFFICIAL EXHIBIT A COPY

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,100,000.00	08-30-2012	03-01-2014	123408346	01AA / 720		106	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: General Development of IL., LLC (TIN:
20-1856791)
2130 Spencer Rd.
New Lenox, IL 60451

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

Legal Exhibit A

Parcel 1:

Lots 128 and 129 in Frank DeLugach's Rosalie Highlands, being a Subdivision of the South 38/80 of the West 1/2 of the Southwest 1/4 of Section 36, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded August 24, 1937 as Document 12045010 in Cook County, Illinois.

Pin # 18-36-320-021-0000 and 18-36-320-022-0000
Common Address: 7944 W. 87th St., Justice, IL.

Parcel 2:

Lot 80 and 81 in Frank Delugach's 87th Street Woods, a Subdivision of the West 1/2 of the Southeast 1/4 of Section 35, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Pin # 18-35-412-008-0000 and 18-35-412-016-0000
Common Address: 8300 W. 87th St., Hickory Hills, IL.

Parcels 4 and 4A:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17 and 20 in the Grand Manor Subdivision of part of the East 1/2 the Northeast 1/4 Section 36, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat in Cook County, Illinois recorded as Document Number 0810522041 on April 14, 2008 in Cook County, Illinois.

Pin #'s

18-36-215-014-0000 (Lot 1), 18-36-215-015-0000 (Lot 2), 18-36-215-016-0000 (Lot 3), 18-36-215-017-0000 (Lot 4), 18-36-215-018-0000 (Lot 5), 18-36-215-019-0000 (Lot 6), 18-36-215-020-0000 (Lot 7), 18-36-215-021-0000 (Lot 8), 18-36-215-022-0000 (Lot 9), 18-36-215-023-0000 (Lot 10), 18-36-215-024-0000 (Lot 11), 18-36-215-025-0000 (Lot 12), 18-36-215-027-0000 (Lot 14), 18-36-215-028-0000 (Lot 15), 18-36-215-029-0000 (Lot 16), 18-36-215-030-0000 (Lot 17) and 18-36-215-033-0000 (Lot 20)

Common Address: 7200-7244 W 83rd St., Bridgeview, IL.

Parcel 8:

The South 1/2 of Lot 23 in Robert Bartlett's Woodlands Park being a Subdivision of the East 1/2 of the Southwest 1/4 of Section 35, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Pin # 18-35-309-035-0000
Common Address: 8698 84th Ave., Hickory Hills, IL.

Parcel 9:

The North 1/2 of Lot 23 in Robert Bartlett's Woodlands Park being a Subdivision of the East 1/2 of the Southwest 1/4 of Section 35, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Pin # 18-35-309-036-0000
Common Address: 8694 84th Ave., Hickory Hills, IL.

Parcel 10:

The East 185 feet of Lot 22 in Robert Bartlett's Woodlands Park being a Subdivision of the East 1/2 of the Southwest 1/4 of Section 35, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Pin # 18-35-309-010-0000 n/k/a Pin # 18-35-309-041-0000
Common Address: 8613 84th Ct., Hickory Hills, IL.