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RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
MCHENRY/MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143



Doc#: 1430356013 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/30/2014 12:16 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 4, 2014, is made and executed between **DARRELL J. RUDD**, whose address is **6709 NORTH KILPATRICK AVENUE, LINCOLNWOOD, IL 607123309** (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 February 19, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded April 14, 2009 as Document #0910408319 in Cook County, Illinois, and a Modification of Mortgage dated December 24, 2012, recorded January 14, 2013 as Document #1301450038 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 4600 SOUTH KOLIN AVENUE, CHICAGO, IL 606324414. The Real Property tax identification number is 19-03-400-070-0000 AND 19-03-400-157-0000.

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 notes or credit agreements dated July 4, 2014 in the original principal amount of \$2,030,393.24 from Borrower to Lender, dated July 4, 2014 in the original principal amount of \$650,000.00 from Rudd Container Corporation to Lender, dated September 24, 2014 in the original principal amount of \$296,861.29 between Rudd Container Corporation and Lender, and dated July 4, 2014 in the original principal amount of \$575,000.00 between A Den of Antiquity, Inc., Darrell J. Rudd and 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 Note is a variable

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 58927

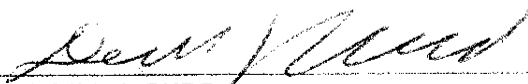
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interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. Notice to Grantor: The Note contains a variable interest rate."

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 JULY 4, 2014.

GRANTOR:

X 
DARRELL J. RUDD

LENDER:

FIRST MIDWEST BANK
X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **DARRELL J. RUDD**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of September, 2014.

By Lorraine M Masura Residing at Wood Park Ill

Notary Public in and for the State of Illinois

My commission expires 2/26/15



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 30th day of September, 2014 before me, the undersigned Notary Public, personally appeared Andy Patel and known to me to be the Vice President, authorized 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 Lorraine M Masura Residing at Chicago Park Ill 60412

Notary Public in and for the State of Illinois

My commission expires 2/26/15



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 58927

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