

**RECORDATION REQUESTED BY:**

First National Bank of  
LaGrange  
620 W. Burlington Ave.  
La Grange, IL 60525

**WHEN RECORDED MAIL TO:**

First National Bank of  
LaGrange  
620 W. Burlington Ave.  
La Grange, IL 60525

**SEND TAX NOTICES TO:**

Highcas Investments, LLC  
8400 Brookfield Avenue  
Brookfield, IL 60513-2096

**FOR RECORDER'S USE ONLY**

H253431616

**This Modification of Mortgage prepared by:**

Central Loan Operations  
First National Bank of LaGrange  
620 W. Burlington Ave  
LaGrange , IL 60525

Chicago Title

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated October 1, 2014, is made and executed between Highcas Investments, LLC, an Illinois limited liability company, whose address is 8400 Brookfield Avenue, Brookfield, IL 60513-2096 (referred to below as "Grantor") and First National Bank of LaGrange, whose address is 620 W. Burlington Ave., La Grange, IL 60525 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 8, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**MORTGAGE AND ASSIGNMENT OF RENTS DATED OCTOBER 8, 2009 AND RECORDED ON OCTOBER 27, 2009 AS DOCUMENT NUMBERS 0930033022 & 0930033023 WITH THE COOK COUNTY RECORDER OF DEEDS.**

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

LOTS 14 TO 19 IN BLOCK 8 IN HOLLYWOOD, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35 NORTH, RANGE 12, TOWNSHIP 39 NORTH EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8400 Brookfield Avenue, Brookfield, IL 60513. The Real Property tax identification number is 15-35-310-042-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**1. The Section titled "Arbitration" of the Existing Mortgage and Assignment of Rents shall be deleted in its entirety and replaced with the following:**

**"JURISDICTION; VENUE.** Grantor and all persons and entities in any manner obligated to Lender under the Note, this Mortgage and any Related Documents irrevocably submit to the jurisdiction of: (a) any state or federal court sitting in the state of Illinois over any suit, action, or proceeding, brought by Grantor against

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Lender, arising out of or relating to the Note, this Mortgage or any Related Document; (b) any state or federal court sitting in the state of Illinois over any suit, action or proceeding, brought by Lender against Grantor, arising out of or relating to any of the Note, this Mortgage or any Related Document; (c) any state court sitting in the county of the state of Illinois over any suit, action or proceeding, brought by Lender to exercise its power to foreclose the Property or any action brought by Lender to enforce its rights with respect to any other collateral under the Loan Documents, and (d) consents to service of process by any means authorized by the law of the state of Illinois or federal law. Grantor irrevocably waives, to the fullest extent permitted by law, any objection that Grantor may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**WAIVER OF JURY TRIAL.** Grantor waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with the Note, this Mortgage or any Related Document, any rights, remedies, obligations, or duties hereunder, or the performance of enforcement hereof or thereof. Except as prohibited by law, Grantor waives any right which it may have to claim or recover in any litigation referred to in the proceeding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Grantor (i) certifies that neither Lender nor any representative, agent or attorney of Lender has represented, expressly or otherwise, that Lender would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Mortgage, and (ii) acknowledges that Lender is relying upon, among other things, such waivers and certifications."

2. The interest rate is changed to 4.855% fixed.

3. The following prepayment penalty is added:

ONE (1%) PERCENT OF THE PRINCIPAL BALANCE THROUGH THE LIFE OF THE NOTE IF THE NOTE IS REFINANCED WITH ANOTHER FINANCIAL INSTITUTION.

**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.

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## MODIFICATION OF MORTGAGE

(Continued)


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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 1, 2014.

GRANTOR:

HIGHCAS INVESTMENTS, LLC

By:   
Michael F. Cronin, Member of Highcas Investments, LLC

By:   
William B. White, Member of Highcas Investments, LLC

LENDER:

FIRST NATIONAL BANK OF LAGRANGE

x   
Karen A. Mitchell, Senior Vice President

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 4<sup>th</sup> day of NOVEMBER, 2014 before me, the undersigned Notary Public, personally appeared **Michael F Cronin, Member of Highcas Investments, LLC and William B White, Member of Highcas Investments, LLC**, 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 *Ljiljana Stojanovich* Residing at \_\_\_\_\_  
 Notary Public in and for the State of IL

My commission expires 05/11/18



COOK County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 4th day of NOVEMBER, 2014 before me, the undersigned Notary Public, personally appeared **Karen A Mitchell** and known to me to be the **Senior Vice President**, authorized agent for **First National Bank of LaGrange** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First National Bank of LaGrange**, duly authorized by **First National Bank of LaGrange** 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 National Bank of LaGrange**.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires 05/11/18



Cook County Clerk's Office