

**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

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

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

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated November 25, 2014, is made and executed between Marquette Bank f/k/a Marquette National Bank, not personally but as Trustee on behalf of Trust No. 13937 under Trust Agreement dated November 18, 1996, whose address is 9522 W. 143rd Street, 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 June 25, 2014 (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 July 14, 2014 as Document Number 1419534027.

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

**Parcel 6:**

Lots 196, 198, 201, 202 and 203 in Ruffled Feathers, being a Subdivision of part of Section 27 and part of the North 1/2 of Section 34, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 6A:**

Easement for ingress and egress for the benefit of Parcel 6 as shown on plat of Ruffled Feathers Subdivision recorded October 7, 1991 as Document 91522355 and as set forth in Declaration of Covenants, Conditions and Restrictions for Ruffled Feathers Golf Estates recorded November 21, 1991 as Document 91536901 and as amended from time to time, in Cook County, Illinois.

The Real Property or its address is commonly known as Lots 196, 198, 201, 202 and 203 in Ruffled Feathers Subdivision, Lemont, IL 60439. The Real Property tax identification number is 22-34-113-001-0000 (lot 196), 22-34-113-003-0000 (lot 198), 22-34-113-006-0000 (lot 201), 22-34-113-007-0000 (lot 202) and

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## MODIFICATION OF MORTGAGE

(Continued)

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22-34-113-008-0000 (lot 203).

**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 \$4,416,000.00.

This Modification increases the amount of the Promissory Note referenced in the original mortgage from \$825,000.00 to \$933,000.00 and is evidenced by a Promissory Note dated November 25, 2014 in the amount of \$933,000.00 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 variable interest rate based upon an index. The index currently is 3.25%. Payments on the Note are to be made in accordance with the repayment schedule as specified in the note or Change in Terms Agreement based on a year of 360 days. 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 less than 3.75% 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.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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## MODIFICATION OF MORTGAGE (Continued)

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 25, 2014.

GRANTOR:

TRUST NO. 13937 UNDER TRUST AGREEMENT DATED NOVEMBER 18, 1996

MARQUETTE BANK, not personally but as Trustee under that certain trust agreement dated 11-18-1996 and known as Trust No. 13937 under Trust Agreement dated November 18, 1996.

By: Joyce A. Madsen  
Joyce A. Madsen, Land Trust Officer of Marquette Bank

Exculpatory clause attached hereto and made a part hereof

Attest: Cherice Hoard  
By: Cherice Hoard, Assistant Secretary of Marquette Bank

LENDER:

MARQUETTE BANK

x Michael Porter v.p.  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 7<sup>th</sup> day of January, 2015 before me, the undersigned Notary Public, personally appeared Joyce A. Madsen, Land Trust Officer of Marquette Bank, Trustee of Trust No. 13937 under Trust Agreement dated November 18, 1996 and Cherice Hoard, Assistant Secretary of Marquette Bank, Trustee of Trust No. 13937 under Trust Agreement dated November 18, 1996, 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 Pione Hall Residing at Orland Park

Notary Public in and for the State of Illinois

My commission expires 4-4-15

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

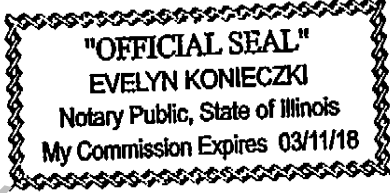
STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 8<sup>th</sup> day of January, 2015 before me, the undersigned Notary Public, personally appeared Michael Nisbet 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 3-11-18



Cook County Clerk's Office

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This document is executed by MARQUETTE BANK, not personally but as Trustee under Trust No. 13937 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