

**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 DHE Development, Inc., an Illinois Corporation, whose address is 5425 Borner Road, Mokena, IL 60448 (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 November 20, 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 recorded on June 14, 2014 as Document Number 1419534028.

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

Parcel 7:

Lots 4, 6, 11, 14, 17, 18 and 21 in Deer Haven Estates, a Subdivision of part of the Northwest 1/4 of Section 8, Township 36 North, Range 12 East of The Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as Lots 4, 6, 11, 14, 17, 18 and 21 in Deer Haven Estates, Orland Park, IL 60462. The Real Property tax identification number is 27-08-110-012-0000 (lot 4), 27-08-110-014-0000 (lot 6), 27-08-109-014-0000 (lot 11), 27-08-109-017-0000 (lot 14), 27-08-109-020-0000 (lot 17), 27-08-109-021-0000 (lot 18) and 27-08-111-003-0000 (lot 21).

**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

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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.

**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:**

DHE DEVELOPMENT, INC.

By: 

Michael G. Flaherty, President of DHE Development, Inc.

By: 

John P. Flaherty, Secretary of DHE Development, Inc.



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 6th day of January, 2015 before me, the undersigned Notary Public, personally appeared Michael Duestel 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

