

Doc#: 2208721184 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/28/2022 10:39 AM Pg: 1 of 5

BOX FOR RECORDER'S USE ONLY

MODIFICATION AND REAFFIRMATION OF MORTGAGE

THIS MODIFICATION AND REAFFIRMATION OF MORTGAGE dated as of February 1, 2022, is made and executed between William E. Holke and Donna J. Holke, whose address is 15313 Hickory Lane, Oak Forest, IL 60452 (jointly and severally 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, and Grantor has granted to Lender, a Mortgage dated January 22, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 4, 2016 as Document No. 1603522015 in the Office of the Cook County Recorder of Deeds.

EXISTING INDEBTEDNESS SECURED BY MORTGAGE. As stated in the Mortgage, the Mortgage secures: payment of the indebtedness due to Lender under that certain Promissory Note dated January 22, 2016 in the original principal amount of \$406,185.00 from Grantor to Lender (with its Change in Terms Agreement(s), referred to herein as "Note" or "2016 Note"), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for that Note; and performance of any and all obligations under the Note, the Related Documents, and the Mortgage. The Mortgage additionally cross-collateralizes and secures all obligations, debts and liabilities plus interest thereon, of Grantor to Lender, and as further set forth in the Mortgage. Nothing herein or otherwise shall reduce or partially or fully release or discharge the obligations due to Lender under the Note (or any renewal, extension, change in terms, modification, refinancing, consolidation or substitution of or for that Note) or Mortgage, or under any separate Assignment of Rents given to Lender by Grantor concerning the Real Property.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property ("Real Property") located in Cook County, State of Illinois:

LOT 5 (EXCEPT THE NORTH 17 FEET THEREOF PER CONDEMNATION CASE PROCEEDINGS 89L51571) IN IPEMA'S SECOND ADDITION TO ALSIP INDUSTRIAL SUBDIVISION OF THE WEST 1/2 OF THE NORTH 20 ACRES OF

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THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5909 W. 115th Street, Alsip, IL 60803. The Real Property tax identification number is 24-20-402-005-0000.

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

Note. The word "Note" as defined in the original Mortgage shall also mean and include that certain Promissory Note dated February 1, 2022, in the principal amount of \$440,000.00 from William E. Holke to Lender ("Renewal Note"), which is a renewal of the 2016 Note referenced above, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, changes in terms, and substitutions of, for, or concerning that Renewal Note. The interest rate on the Renewal Note is 3.5% based on a year of 360 days. Payments on the Renewal Note are to be made in accordance with the payment schedule stated in and terms of the Renewal Note, as may be modified or changed, and which provides for monthly payments and that final payment will be due on February 1, 2023, and will be for all principal and all accrued interest and other amounts not yet paid under the Renewal Note.

REAFFIRMATION. William E. Holke and Donna J. Holke, as Grantor, hereby acknowledge and reaffirm that: at their joint request, Donna J. Holke is being released and discharged from her liability or obligation under their 2016 Note; William E. Holke and Lender have entered or are entering into the Renewal Note dated as of February 1, 2022, reflecting certain changes in terms of the 2016 Note, including to extend its due or maturity date, and to reflect the release and discharge of Donna J. Holke from liability or obligation under the 2016 Note; the Mortgage and any and all of the rights, title and interests of William E. Holke and of Donna J. Holke in and to the Real Property do and shall absolutely and unconditionally continue to secure and collateralize the Renewal Note and all indebtedness due to Lender thereunder (and any renewals of, extensions of, modifications of, refinancings of, consolidations and substitutions of or for, and changes of terms of and concerning the Renewal Note), and all other obligations, debts and liabilities, whether joint or several, of either or both of them to Lender as stated in the Mortgage, the Renewal Note or herein. Donna J. Holke expressly agrees and reaffirms that any claimed or unclaimed right, title, or interest she has in and to the Real Property is, and shall remain hereafter, subject to her grant to Lender of the Mortgage, which is and shall remain in full effect notwithstanding Lender's release or discharge of her as an obligor or of her liability to Lender under the 2016 Note, or the foregoing. The Mortgage on the Real Estate shall remain in full force and effect with respect to each and both William E. Holke's and Donna J. Holke's rights, titles and interests in the Real Estate and as to the Real Estate in its entirety.

CONTINUING VALIDITY. Except as expressly modified above or set forth herein, 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 its 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

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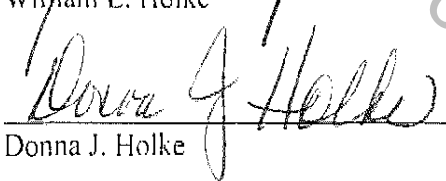
shall constitute a partial or full satisfaction of any of the promissory note or notes, indebtedness or other credit agreement(s) secured by the Mortgage (including of the 2016 Note). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Renewal Note, including accommodation parties, unless a party is expressly released by Lender in a writing signed by Lender. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AS OF FEBRUARY 1, 2021.

GRANTOR:



William E. Holke



Donna J. Holke

LENDER:

MARQUETTE BANK



Authorized Signer

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

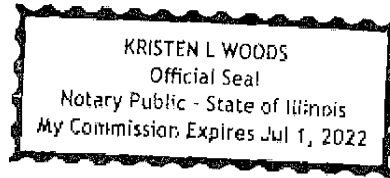
On this day before me, the undersigned Notary Public, personally appeared William E. Holke, to me known to be the individual described in and who executed the Modification and Reaffirmation of Mortgage, and acknowledged that he signed the Modification and Reaffirmation of Mortgage as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of March, 2022.

By: *William E. Holke* Residing at: Orland Park

Notary Public in and for the State of Illinois

My commission expires 07/01/2022



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

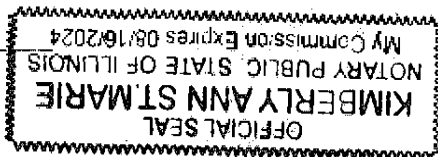
On this day before me, the undersigned Notary Public, personally appeared Donna J. Holke, to me known to be the individual described in and who executed the Modification and Reaffirmation of Mortgage, and acknowledged that she signed the Modification and Reaffirmation of Mortgage as her free and voluntary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

Given under my hand and official seal this 25 day of February, 2022.

By: *Donna J. Holke* Residing at: Dalmore St

Notary Public in and for the State of Illinois

My commission expires _____



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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 22 day of March, 2022 before me, the undersigned Notary Public, personally appeared Bill Frank ^{VP} and known to me to be the VP and 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: Kristen L Woods Residing at: Orland Park

Notary Public in and for the State of Illinois

My commission expires 07/01/2022



Notary Public for Cook County Clerk's Office