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1106048007

RECORDATION REQUESTED BY:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

Doc#: 1106048007 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/01/2011 10:19 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Marianne L. Wagener
Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60706

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 14, 2011, is made and executed between Heidner Holdings, L.L.C., an Illinois limited liability company (referred to below as "Grantor") and PARKWAY BANK AND TRUST COMPANY, whose address is 4800 N. HARLEM AVENUE, HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 2, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a Mortgage recorded as document number 0816345047 and an Assignment of Pents recorded as document number 0816345048.

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 2075 Barrington Road, Hoffman Estates, IL 60195. The Real Property tax identification number is 07-06-101-009-0000.

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

IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO LENDER DATED FEBRUARY 14, 2011 IN THE PRINCIPAL FACE AMOUNT OF \$387,500.00 (TOGETHER WITH ALL AMENDMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 18

Page 2

CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION (INCLUDING PRINCIPAL FACE AMOUNT INCREASE) AND RESTATEMENT OF THE PRIOR NOTE FROM BORROWER TO LENDER DATED JUNE 15, 2010 IN THE PRINCIPAL FACE AMOUNT OF \$318,500.00. ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THIS NEW PROMISSORY NOTE. THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE) IS HEREBY INCREASED TO \$775,000.00. ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE REMAIN THE SAME.

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.

ATTORNEYS' FEES, COSTS AND EXPENSES. Borrower/Grantor/Pledgor/Trustor shall pay all costs, expenses, other disbursements and fees of legal counsel engaged by Lender in connection with the Loan, including, without limitation, legal counsel engaged in connection with the origination, negotiation, document preparation, consummation, enforcement, administration or defense of the Note or any of the other documents which together comprise the Loan. This provision specifically includes, but is not limited to Lender's retention of counsel to collect the Note; to defend the validity and enforceability of the Note; to defend the validity, enforceability and priority of any lien granted by Borrower/Grantor/Pledgor/Trustor to secure payment of the Note; and to defend itself as Lender in the event a claim is asserted or suit filed against Lender arising from the Note or the Loan. This provision includes, but is not limited to, Lender's costs, expenses, attorneys' fees, paralegal fees, paraprofessional fees, expert and consulting witness fees, whether or not there is a lawsuit, including all costs, expenses and fees incurred in any bankruptcy proceeding and all appeals. This provision also includes, but is not limited to, attorneys' fees, paralegal fees and paraprofessional fees and time charges of any such persons who may be employees of Lender or any affiliate of Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 14, 2011.

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MODIFICATION OF MORTGAGE (Continued)

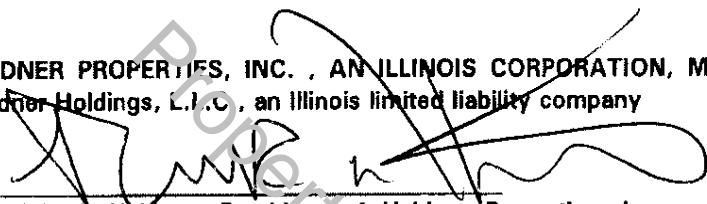
Loan No: 18

Page 3

GRANTOR:

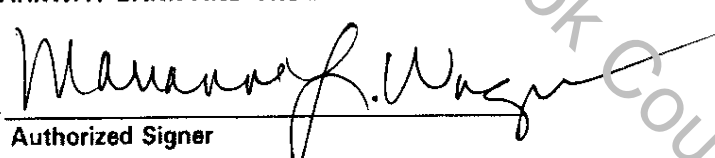
HEIDNER HOLDINGS, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

HEIDNER PROPERTIES, INC. , AN ILLINOIS CORPORATION, Manager of
Heidner Holdings, L.L.C., an Illinois limited liability company

By: 
Rick E. Heidner, President of Heidner Properties, Inc. , an
Illinois corporation

LENDER:

PARKWAY BANK AND TRUST COMPANY

x 
Authorized Signer

PROPERTY of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 18

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

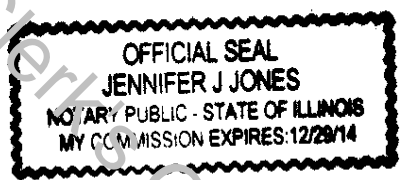
STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this 23rd day of February, 2011 before me, the undersigned Notary Public, personally appeared **Rick E. Heidner, President of Heidner Properties, Inc., an Illinois corporation, Manager of Heidner Holdings, L.L.C., an Illinois limited liability company,** and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Jennifer Jones *[Signature]* Residing at 131 Chapin Way Oswego IL 60543

Notary Public in and for the State of Illinois

My commission expires 12/29/14



DuPage County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 18

Page 5

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)



On this 23rd day of February, 2011 before me, the undersigned Notary Public, personally appeared Marianne L. Wagener and known to me to be the Vice President, authorized agent for **PARKWAY BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PARKWAY BANK AND TRUST COMPANY**, duly authorized by **PARKWAY BANK AND TRUST COMPANY** 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 **PARKWAY BANK AND TRUST COMPANY**.

By Laura D'Amato Residing at 4800 N. Halsted

Notary Public in and for the State of Illinois

My commission expires 9/10/14

Cook County Clerk's Office

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EXHIBIT LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 1 IN HOFFMAN NORTHWEST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES, 45 MINUTES, 10 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, 230.00 FEET; THENCE NORTH 00 DEGREE, 14 MINUTES, 50 SECONDS WEST, 181.00 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 10 SECONDS WEST, 230.00 FEET; THENCE SOUTH 00 DEGREE, 14 MINUTES, 50 SECONDS EAST, 181.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT:

THAT PART OF LOT 1 IN HOFFMAN NORTHWEST SUBDIVISION, BEING A SUBDIVISION IN THE FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10 OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1985 AS DOCUMENT 27422589, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 14 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 55.169 METERS (181.00 FEET) TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 46 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 9.144 METERS (30 FEET); THENCE SOUTH 00 DEGREES 14 MINUTES 19 SECONDS EAST, 55.169 METERS (181.00 FEET) TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE SOUTH 89 DEGREES 46 MINUTES 52 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 9.144 METERS (30 FEET) TO THE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT MB AND BETWEEN HARRIS TRUST AND SAVINGS BANK, TRUST NUMBER 2777, FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, TRUST NUMBER 2500 AND HOFFMAN NORTHWEST FOR STORM SEWER CONNECTIONS, VEHICULAR INGRESS AND EGRESS AND SIGN PURPOSES DATED MAY 13, 1986 AND RECORDED JUNE 5, 1986 AS DOCUMENT 86227006 AS SHOWN IN EXHIBIT F & G.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT MADE BY AND BETWEEN HARRIS TRUST AND SAVINGS BANK, TRUST NUMBERS 42711, 42776, 42777, FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK TRUST NUMBER 2500 AND HOFFMAN NORTHWEST FOR VEHICULAR INGRESS AND EGRESS, PARKING, SIGN PURPOSES DATED MAY 13, 1986 AND RECORDED JUNE 5, 1986 AS DOCUMENT 86227007 AS SHOWN IN EXHIBIT H.