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RECORDATION REQUESTED BY:

Heritage Bank of Schaumburg
1535 W. Schaumburg Road
Schaumburg, IL 60194

Doc#: 1303622099 Fee: \$48.25
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/05/2013 03:09 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Heritage Bank of Schaumburg
1535 W. Schaumburg Road
Schaumburg, IL 60194

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Central Loans Operation
Heritage Bank of Schaumburg
1535 W. Schaumburg Road
Schaumburg, IL 60194

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2013, is made and executed between Timothy R Figiel and Kevin M Figiel, Tenants in Common (referred to below as "Grantor") and Heritage Bank of Schaumburg, whose address is 1535 W. Schaumburg Road, Schaumburg, IL 60194 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 23, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on January 6, 2010 as document No. 1000654013.

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

See "See Attached Legal Description", 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 2386 John Smith Drive, Schaumburg, IL 60194. The Real Property tax identification number is 07-18-200-022-1073; 07-18-200-022-1074; 07-18-200-022-1075; 07-18-200-022-1076; 07-18-200-022-1077; 07-18-200-022-1078.

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

The maturity date of the Note is January 1, 2017.

The interest rate of the Note is 4.75% per annum.

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,

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MODIFICATION OF MORTGAGE (Continued)

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 1, 2013.


GRANTOR:

X 
Timothy R Figiel

X 
Kevin M Figiel

LENDER:

HERITAGE BANK OF SCHAUMBURG

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

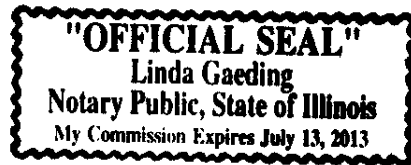
On this day before me, the undersigned Notary Public, personally appeared **Timothy R Figiel and Kevin M Figiel**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of December, 2012.

By Linda Gaeding Residing at Streamwood

Notary Public in and for the State of ILLINOIS

My commission expires 7-13-13



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 18th day of DECEMBER, 2012 before me, the undersigned Notary Public, personally appeared PAUL M. RISULA and known to me to be the LOAN OFFICER, authorized agent for **Heritage Bank of Schaumburg** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Heritage Bank of Schaumburg**, duly authorized by **Heritage Bank of Schaumburg** 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 **Heritage Bank of Schaumburg**.

By Linda Gaeding Residing at Streamwood

Notary Public in and for the State of ILLINOIS

My commission expires 7-13-13

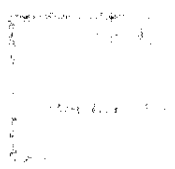


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MODIFICATION OF MORTGAGE (Continued)

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UNOFFICIAL COPY**LEGAL DESCRIPTION**

UNITS J2386-A, J2386-B, J2386-C, J2386-D, J2386-E AND J2386-F, INCLUSIVE, IN THE SCHAUMBURG TERRACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF SHEFFIELD VILLAGE APARTMENTS UNIT NO. 1 BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 18, RECORDED JUNE 11, 1970 AS DOCUMENT NO. 21181551 AND BOUNDED ON THE EAST BY THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTER OF SAID SECTION 18; THENCE NORTH 85 DEGREES 33 MINUTES 18 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 18, A DISTANCE OF 527.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 4 DEGREES 26 MINUTES 42 SECONDS WEST, A DISTANCE OF 44.15 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 780 FEET, BEING CONVEX TO THE WEST AND TANGENT TO THE LAST DESCRIBED LINE, AN ARC DISTANCE OF 251.05 FEET TO A POINT OF TANGENCY; THENCE NORTH 13 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 18.38 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 500 FEET, BEING CONVEX TO THE EAST AND TANGENT TO THE LAST DESCRIBED LINE, AN ARC DISTANCE OF 274.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 17 DEGREES 29 MINUTES 32 SECONDS WEST, A DISTANCE OF 303.49 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 1,490 FEET, BEING CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED LINE, AN ARC DISTANCE OF 479.81 FEET TO THE SOUTHWEST CORNER OF KNOLLWOOD DRIVE AS DEDICATED IN SAID SHEFFIELD VILLAGE APARTMENTS UNIT NO. 1 AS A TERMINATION OF SAID EASTERLY BOUNDARY LINE, ALL IN COOK, COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT(A) TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93975088; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME, IN COOK, COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-18-200-022-1073, 07-18-200-022-1074, 07-18-200-022-1075, 07-18-200-022-1076, 07-18-200-022-1077 & 07-18-200-022-1078.

PROPERTY ADDRESS: 2386 JOHN SMITH DRIVE
SCHAUMBURG, IL 60194