



Doc#: 1317742059 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/28/2013 10:38 AM Pg: 1 of 4

Prepared by and after  
Recording Return To:

Adam B. Rome  
Greiman, Rome & Griesmeyer  
200 W. Madison St., Ste. 755  
Chicago, IL 60606

PIN: 18-08-103-038-0000

Common Address:  
4808 Johnson, Western Springs, Illinois 60558

8929906 P2 R 20F3

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated June 6, 2013, is made and executed between DAVID J. HEYER ("D. Heyer") and ELLEN J. HEYER ("E. Heyer") (collectively referred to below as "Grantor") and FIRST NATIONAL BANK OF LAGRANGE (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 21, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**A Mortgage from David J. Heyer and Ellen J. Heyer, to First National Bank of LaGrange recorded on July 11, 2005 in Cook County, Illinois as document number 0519249062.**

**Real Property Description.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 15 IN SPRINGDALE NORTH SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-08-103-038-0000  
Commonly known as: 4808 Johnson, Western Springs, IL 60558

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

- A. **Maximum Lien** The maximum lien amount secured by the Mortgage, not including sums advanced to protect the security of the Mortgage is increased to \$7,249,672.
- B. **Grantor Confirms as Follows.** The Grantor further agrees and confirms that the Modification of Mortgage secures the following obligations of the Grantor:
  - i. That certain promissory note dated February 28, 2013, in the principal amount of \$1,347,140.86 between Hycon Corp. and David Heyer on the one hand, and Lender on the other hand, including any renewals, extensions or modifications thereof;
  - ii. That certain promissory note dated February 28, 2013, in the principal amount of \$429,716.55 between Burlington Building, LLC, David Heyer and Ellen Heyer on

Box 400-CTCC

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the one hand, and Lender on the other hand, including any renewals, extensions or modifications thereof, including, but not limited to, that certain change in terms agreement dated June 6, 2013 that increased the principal balance on the note from \$429,716.55 to \$944,741.37;

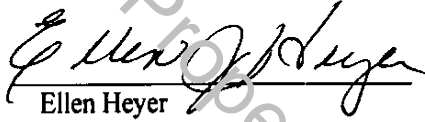
- iii. That certain promissory note date February 28, 2013, in the principal amount of \$492,500, between David Heyer and Ellen Heyer on the one hand, and Lender on the other hand, including any renewals, extensions or modifications thereof; and
  - iv. That certain promissory note dated February 28, 2013, in the principal amount of \$115,486.67 between Hycon Corp., Burlington Building, LLC, David Heyer and Ellen Heyer, on the one hand, and Lender on the other hand, including any renewals, extensions or modifications thereof.
- C. **Note.** The term "Note" as it is defined in the Mortgage, is amended to include, (i) that certain promissory note dated February 28, 2013, in the principal amount of \$1,347,140.86 between Hycon Corp. and David Heyer on the one hand, and Lender on the other hand, including any renewals, extensions or modifications thereof; (ii) that certain promissory note dated February 28, 2013, in the principal amount of \$429,716.55 between Burlington Building, LLC, David Heyer and Ellen Heyer on the one hand, and Lender on the other hand, including any renewals, extensions or modifications thereof; (iii) that certain promissory note date February 28, 2013, in the principal amount of \$492,500, between David Heyer and Ellen Heyer on the one hand, and Lender on the other hand, including any renewals, extensions or modifications thereof; and (iv) that certain promissory note dated February 28, 2013, in the principal amount of \$115,486.67 between Hycon Corp., Burlington Building, LLC, David Heyer and Ellen Heyer, on the one hand, and Lender on the other hand, including any renewals, extensions or modifications thereof
- D. **Extension of Maturity Dates.** The Maturity Dates of the Indebtedness is hereby extended as provided for in the Notes described above.
- E. **Arbitration.** Grantor agrees to omit the Arbitration section of the Mortgage.
- F. **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 rights 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 ("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 (as that term is defined in this Modification"), 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 mortgages does not sign this Modification, then all person 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 provision 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.

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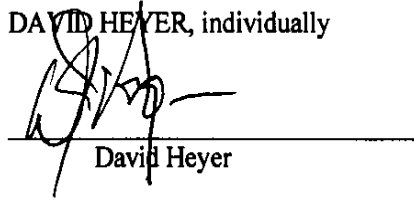
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OR MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 6, 2013.**

GRANTOR:

ELLEN HEYER, individually

  
\_\_\_\_\_  
Ellen Heyer

DAVID HEYER, individually

  
\_\_\_\_\_  
David Heyer

Property of Cook County Clerk's Office

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### INDIVIDUAL ACKNOWLEDGMENT

State of Illinois )  
 ) SS  
County of DuPage )

On this day before me, the undersigned Notary Public, personally appeared Ellen Heyer, individually, to me known to be the individual described in and who executed the Mortgage Modification, and acknowledged that she executed the Mortgage Modification, as to her own free and voluntary act and deed, for the uses and purposed therein mentioned.

Given under my hand and official seal this 6<sup>th</sup> day of June, 2013.

Nancy M Wiktor  
Notary Public

Notary Public in and for the state of Illinois

My commission expires 06/01/15



### INDIVIDUAL ACKNOWLEDGMENT

State of Illinois )  
 ) SS  
County of DuPage )

On this day before me, the undersigned Notary Public, personally appeared David Heyer, individually, to me known to be the individual described in and who executed the Mortgage Modification, and acknowledged that he executed the Mortgage Modification, as to his own free and voluntary act and deed, for the uses and purposed therein mentioned.

Given under my hand and official seal this 6<sup>th</sup> day of June 2013.

Nancy M Wiktor  
Notary Public

Notary Public in and for the state of Illinois

My commission expires 06/01/15

