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LOAN MODIFICATION AGREEMENT

1 of 2 ORIGINALS



Doc#: 1324945018 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/06/2013 06:45 AM Pg: 1 of 8

(ABOVE SPACE FOR RECORDER'S USE ONLY)

THIS LOAN MODIFICATION AGREEMENT (HEREINAFTER REFERRED TO AS "MODIFICATION AGREEMENT") MADE AND ENTERED INTO EFFECTIVE AS OF THIS 30th DAY OF AUGUST, 2013, BY AND AMONG DONALD J. LEHMAN AS TRUSTEE UNDER THE DONALD J. LEHMAN DECLARATION OF TRUST, DATED NOVEMBER 9, 1994, AS AMENDED (THE "DONALD TRUST") AND DONALD J. LEHMAN AS SUCCESSOR TRUSTEE UNDER THE ANTOINETTE LEHMAN DECLARATION OF TRUST, DATED NOVEMBER 9, 1994, AS AMENDED (THE "ANTOINETTE TRUST") (HEREINAFTER REFERRED TO COLLECTIVELY AS "LENDER"), OF THE VILLAGE OF BROOKFIELD, COUNTY COOK AND STATE OF ILLINOIS, HEARTLAND BANK AND TRUST COMPANY AS SUCCESSOR TRUSTEE TO WESTERN SPRINGS NATIONAL BANK AND TRUST, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED AUGUST 8, 2003, AND KNOWN AS TRUST NUMBER 4009, (HEREINAFTER REFERRED TO AS "SCROWER"), OF WESTERN SPRINGS, ILLINOIS, AND SKS & ASSOCIATES, INC. ("GUARANTOR"), AN ILLINOIS CORPORATION, WITH OFFICES IN LYONS, ILLINOIS, SHALL AFFECT THE APARTMENT PROPERTY LOCATED AT 9110 31ST STREET, VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS 60513-1355, AND LEGALLY DESCRIBED AS FOLLOWS:

LOTS 40, 41, 42 AND 43 IN BLOCK 7 IN BROOKFIELD HOMESITES A RESUBDIVISION OF BARTLETT AND ROACH ADDITION TO GROSSDALE, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE FOLLOWING LOTS WHICH ARE NOT INCLUDED AND ARE NOT A PART OF THIS RESUBDIVISION OF LOTS 25 TO 37 BOTH INCLUSIVE AND THE WEST 1/2 OF LOT 38 BLOCK 2, LOTS 26 AND 27 IN BLOCK 4, LOTS 9,10,37 38, 39, 40, 45, 47, 48, IN BLOCK 6) IN COOK COUNTY ILLINOIS.

Common Address: 9110 West 31st Street, Brookfield, Illinois 60513

P.I.N: 15-27-419-046-0000

WHEREAS, LENDER HAS PREVIOUSLY LOANED THE BORROWER THE PRINCIPAL SUM OF SEVEN HUNDRED SIXTY FIVE THOUSAND AND NO/100 (\$765,000) EVIDENCED BY A MORTGAGE NOTE ("NOTE") AND MORTGAGE AND SECURITY AGREEMENT ("MORTGAGE"), BOTH DATED AUGUST 18, 2003, SAID MORTGAGE HAVING BEEN RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON SEPTEMBER 16, 2003, AS DOCUMENT NUMBER 0325933284 ("MORTGAGE");

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WHEREAS, BY A WRITTEN GUARANTY OF PAYMENT AND PERFORMANCE, DATED AUGUST 18, 2003 ("GUARANTY"), GUARANTOR HAS PREVIOUSLY GUARANTEED PAYMENT AND PERFORMANCE OF THE NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS EVIDENCING AND SECURING THE LOAN;

WHEREAS, BORROWER AND GUARANTOR AGREE AND ACKNOWLEDGE THAT THE AMOUNTS DUE UNDER THE TERMS OF THE NOTE, MORTGAGE, GUARANTY AND RELATED LOAN DOCUMENTS PRIOR TO THIS MODIFICATION AGREEMENT, ARE DUE AND PAYABLE ON SEPTEMBER 1, 2013, AND IF NOT PAID IN FULL WILL BECOME DELINQUENT;

WHEREAS, BORROWER AND GUARANTOR WISH AND HAVE MADE A REQUEST TO LENDER TO ENTER INTO A LOAN MODIFICATION TO EXTEND THE DURATION AND MATURITY DATE OF THE LOAN AND LENDER AGREES TO MODIFY THE TERMS OF THE PAYMENTS DUE UNDER THE LOAN DOCUMENTS AS SET FORTH HEREIN;

WHEREAS, SAID NOTE, MORTGAGE, GUARANTY AND OTHER LOAN DOCUMENTS ARE HEREBY INCORPORATED INTO AND MADE A PART OF THIS MODIFICATION AGREEMENT BY REFERENCE; AND,

WHEREAS, THE PARTIES HERETO, FOR GOOD AND VALUABLE CONSIDERATION TO EACH, INTEND TO REVISE THE TERMS OF THE NOTE, MORTGAGE, GUARANTY AND OTHER LOAN DOCUMENTS EVIDENCING AND SECURING THE LOAN INDEBTEDNESS.

NOW, THEREFORE, IN CONSIDERATION OF THE RECIPROCAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. IT IS AGREED THAT AS OF THE DATE OF THIS MODIFICATION AGREEMENT: (A) THAT THE UNPAID PRINCIPAL BALANCE OF SAID INDEBTEDNESS IS **\$566,708.18** ("PRESENT PRINCIPAL BALANCE"); AND (B) THAT THE REAL ESTATE TAX RESERVE BALANCE HELD BY LENDER, AS OF AUGUST 30, 2013, IS \$6,356.43.

2. BORROWER FOR ITSELF AND FOR ITS SUCCESSORS AND ASSIGNS AGREES TO PAY THE AMOUNTS DUE UNDER THE TERMS OF THE LOAN DOCUMENTS AS MODIFIED HEREIN.

A. MATURITY DATE. THE "MATURITY DATE" OF THE LOAN IS HEREBY EXTENDED FROM SEPTEMBER 1, 2013, TO AND INCLUDING SEPTEMBER 1, 2018.

B. INTEREST RATES. THE MINIMUM INTEREST RATE ON THIS LOAN ON AND AFTER SEPTEMBER 1, 2013, TO AND INCLUDING THE MATURITY DATE SHALL BE FIVE AND ONE-HALF PERCENT (5.5%) PER ANNUM. AT ANY TIME AFTER THE MATURITY DATE OR OTHERWISE WHEN THE LOAN IS IN DEFAULT AND UNTIL SUCH DEFAULT IS CURED, THE PRINCIPAL AMOUNT OF THE LOAN SHALL BEAR INTEREST AT THE ANNUAL RATE (THE "DEFAULT RATE") EQUAL TO NINE PERCENT (9%) PER ANNUM.

C. MONTHLY INSTALLMENT PAYMENTS TO LENDER. THE MONTHLY PAYMENTS COMMENCING ON SEPTEMBER 1, 2013, AND ON THE FIRST DAY OF EACH CONSECUTIVE MONTH THEREAFTER FOR FIFTY EIGHT CONSECUTIVE PAYMENTS THEREAFTER SHALL BE FOUR THOUSAND SIX HUNDRED THIRTY AND 48/100 (\$4,630.48). THE ENTIRE PRINCIPAL BALANCE OF THE LOAN, TOGETHER WITH ALL ACCRUED BUT UNPAID INTEREST THEREON, AND OTHER AMOUNTS DUE LENDER UNDER THE PROVISIONS OF THE

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LOAN DOCUMENTS, SHALL BE DUE AND PAYABLE ON THE MATURITY DATE. THE MONTHLY INSTALLMENT PAYMENTS ARE CALCULATED BASED ON AN AMORTIZATION PERIOD FOR THE LOAN OF FIFTEEN YEARS FROM SEPTEMBER 1, 2013.

- D. **BALLOON PAYMENT AT MATURITY DATE.** THE FINAL BALLOON PAYMENT OF THE ENTIRE UNPAID BALANCE OF THE LOAN AND ALL ACCRUED BUT UNPAID INTEREST AND OTHER CHARGES AS PROVIDED IN THE LOAN DOCUMENTS, IF NOT SOONER PAID, SHALL BE DUE ON THE MATURITY DATE.
- E. **PREPAY OF THE LOAN AND PREPAYMENT CHARGE.** The Loan may be prepaid in full or in part, from time to time, with the required prepayment charges to be paid to Lender concurrently with each and all prepayments of principal. In the event Borrower elects to prepay all or any part of the unpaid balance of the Loan, then Borrower shall pay to Lender a prepayment charge of Five (5%) percent of the principal amount prepaid. Borrower, at any time, may procure a loan secured by a mortgage on the Premises for the purpose of paying the entire balance due under this Modification Agreement. Following any partial prepayment of the Loan which is greater than Fifty Percent (50%) of the then existing unpaid balance on the Loan, the Monthly Payments shall be reduced to that amount necessary to repay the balance of the Loan, with interest in arrears at the Interest Rate then in effect, amortized over fifteen years. Such recalculation however, shall not affect the Maturity Date for the final payment of the unpaid balance of the Loan. No prepayment charge shall be made if the entire unpaid balance of the Loan is paid in full from the proceeds of property insurance on account of a fire or other casualty damaging the Premises or from the proceeds of a condemnation of the Premises.
- F. **PAYMENT INSTRUCTIONS.** UNTIL FURTHER WRITTEN NOTICE IS RECEIVED BY IT, BORROWER IS HEREBY AUTHORIZED AND DIRECTED TO PAY ALL PAYMENTS OF EVERY KIND, NATURE AND TYPE DUE UNDER THE LOAN DOCUMENTS TO THE ORDER OF DONALD J. LEHMAN BUT WITH REAL ESTATE TAX AND INSURANCE PREMIUM RESERVE PAYMENTS TO BE HELD IN A SEPARATE RESERVE ACCOUNT BY DONALD J. LEHMAN ON BEHALF OF LENDER. ALL MONTHLY AND OTHER PAYMENTS ON THE LOAN SHALL BE PAID TO DONALD J. LEHMAN AT THE MAILING ADDRESS SHOWN BELOW OR AS HE SHALL OTHERWISE DIRECT IN WRITING, FROM TIME TO TIME.
- G. **MANDATORY PREPAYMENT CALL.** ON AND AFTER SEPTEMBER 1, 2013, LENDER SHALL HAVE THE RIGHT AND OPTION, AT ANY TIME, TO GIVE BORROWER A SIXTY (60) DAY (THE "CALL NOTICE PERIOD") WRITTEN NOTICE ("CALL NOTICE") THAT REQUIRES BORROWER TO PREPAY THE ENTIRE UNPAID BALANCE OF THE LOAN. BORROWER AGREES TO PREPAY THE ENTIRE UNPAID BALANCE OF THE LOAN, TOGETHER WITH ALL ACCRUED AND UNPAID INTEREST AND OTHER CHARGES, ON OR BEFORE THIRTY (30) DAYS AFTER THE EXPIRATION OF THE CALL NOTICE PERIOD. LENDER MAY EXERCISE THE RIGHT TO DEMAND SUCH EARLY MANDATORY PREPAYMENT OF THE BALANCE OF THE LOAN EVEN IF THE BORROWER IS NOT THEN IN DEFAULT UNDER THE LOAN DOCUMENTS. IF LENDER SHALL DEMAND SUCH CALL NOTICE PREPAYMENT OF THE BALANCE OF THE LOAN, ON BORROWER'S TIMELY PAYMENT IN FULL OF THE LOAN BALANCE, BORROWER SHALL NOT BE REQUIRED TO PAY ANY PREPAYMENT CHARGE TO LENDER.

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H. WAIVER OF DEFENSES. BORROWER AND GUARANTOR HEREBY, JOINTLY AND SEVERALLY, WAIVE ANY AND ALL DEFENSES TO PAYMENT AND PERFORMANCE OF THE NOTE, MORTGAGE, GUARANTY AND OTHER LOAN DOCUMENTS AND CERTIFY THAT THE NOTE, MORTGAGE, GUARANTY AND THE PRINCIPAL OBLIGATIONS THE MORTGAGE AND GUARANTY SECURES ARE GOOD, VALID AND FREE FROM ALL DEFENSES, OFFSETS AND SETOFFS.

3. MONTHLY INSTALLMENT PAYMENTS HEREUNDER SHALL BEGIN ON SEPTEMBER 1, 2013, AND SHALL BE PAID ON THE FIRST DAY OF EACH SUBSEQUENT MONTH TO AND INCLUDING AUGUST 1, 2018. THE MONTHLY INSTALLMENT PAYMENTS SHALL BE MADE ON OR BEFORE THE FIRST DAY OF THE MONTH IN WHICH THEY ARE DUE. IF THE CORRECT MONTHLY PAYMENT IS NOT MADE ON OR BEFORE THE 15TH DAY OF THE MONTH IN WHICH IT IS DUE, IT MAY BE CONSIDERED IN DEFAULT UNDER THE TERMS OF THE NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS AS MODIFIED HEREIN.

4. TIME IS OF THE ESSENCE WITH RESPECT TO THE PAYMENTS THAT ARE DUE UNDER THIS MODIFICATION AGREEMENT. IN THE EVENT THAT THE PAYMENTS ARE NOT MADE IN A TIMELY MANNER AND/OR IN THE AMOUNT THAT ARE REQUIRED UNDER THE TERMS OF THIS MODIFICATION AGREEMENT, OR IN THE EVENT THAT THERE ARE ANY OTHER DEFAULTS UNDER THE TERMS OF THE NOTE, MORTGAGE AND RELATED LOAN DOCUMENTS, OR IN THE EVENT THAT THERE IS ANY TRANSFER IN VIOLATION OF ANY DUE-ON SALE CLAUSE, THEN AT THE SOLE OPTION OF LENDER, THE EXISTING NOTE, MORTGAGE, GUARANTY AND RELATED LOAN DOCUMENTS SHALL BE DEEMED TO BE IN DEFAULT AND THE LENDER MAY ASSERT AND ANY ALL DEFAULT RIGHTS AND REMEDIES.

5. THE AMOUNT OF THE MONTHLY PAYMENTS THAT ARE DUE UNDER THE LOAN DOCUMENTS AS MODIFIED HEREIN IS SUBJECT TO CHANGE DUE TO ANY APPLICABLE CHANGE TO THE REAL ESTATE TAX AND INSURANCE RESERVE REQUIREMENTS AND/OR PAYMENT CHANGES PURSUANT TO THE TERMS OF THE NOTE AND MORTGAGE AND THE BORROWERS AGREE TO PAY THE PAYMENT AMOUNT AS CHANGED BY THE TERMS OF THE LOAN DOCUMENTS AS MODIFIED HEREIN.

6. THE MATURITY DATE IN THE NOTE AND MORTGAGE AND OTHER LOAN DOCUMENTS SHALL BE SEPTEMBER 1, 2018.

7. THIS MODIFICATION AGREEMENT IS INTENDED TO BE A MODIFICATION OF AN EXISTING NOTE, MORTGAGE, GUARANTY AND RELATED LOAN DOCUMENTS. IT IS NOT INTENDED TO BE A NEW OR ADDITIONAL LOAN. LENDER, BORROWER AND GUARANTOR ARE ENTERING INTO THIS MODIFICATION AGREEMENT WITH THE UNDERSTANDING AND ACKNOWLEDGEMENT THAT PRIOR TO ENTERING INTO THIS MODIFICATION AGREEMENT, THE EXISTING LOAN WAS OR WAS ABOUT TO BECOME DUE AND PAYABLE IN FULL ON SEPTEMBER 1, 2013, AND IF UNPAID IN FULL ON OR BEFORE SEPTEMBER 1, 2013, WOULD BECOME IN DEFAULT AND LENDER THEREBY WOULD BE ENTITLED TO PURSUE CERTAIN REMEDIES UNDER THE TERMS OF THE NOTE, MORTGAGE AND GUARANTY. IT IS FURTHER EXPRESSLY UNDERSTOOD THAT BORROWER AND GUARANTOR ARE ENTERING INTO THIS MODIFICATION AGREEMENT IN CONSIDERATION OF LENDER AGREEING TO THIS MODIFICATION AGREEMENT.

8. NOTHING HEREIN IS TO BE CONSTRUED AS WAIVING, MODIFYING OR OTHERWISE ALTERING THE LIEN PRIORITY OF LENDER AS ESTABLISHED BY THE ORIGINAL, UNMODIFIED LOAN DOCUMENTS. IF ANY TERM, PART OR PROVISION OF THIS MODIFICATION AGREEMENT IS HELD BY A COURT TO CAUSE THE CURRENT LIEN PRIORITY OF LENDER TO BE SUBORDINATED, REDUCED, CHANGED OR JEOPARDIZED IN ANY MANNER, THEN AT THE OPTION OF LENDER, THE EXISTING NOTE, MORTGAGE AND RELATED LOAN DOCUMENTS SHALL BE CONSTRUED AND ENFORCED AS IF THIS LOAN MODIFICATION AGREEMENT WAS OF NO FORCE OR EFFECT.

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9. IF ANY TERM, PART OR PROVISION OF THIS MODIFICATION AGREEMENT IS HELD BY A COURT TO BE INVALID, ILLEGAL, UNENFORCEABLE OR IN CONFLICT WITH ANY LAW, THE VALIDITY OF THE REMAINING PORTIONS OR PROVISIONS OF THIS MODIFICATION AGREEMENT AND THE VALIDITY OF THE EXISTING NOTE, MORTGAGE, GUARANTY AND RELATED LOAN DOCUMENTS SHALL NOT BE AFFECTED, AND THE RIGHTS, OBLIGATIONS AND COVENANTS OF THE UNDERSIGNED PARTIES SHALL BE CONSTRUED AND ENFORCED AS IF THE MODIFICATION AGREEMENT DID NOT CONTAIN THE PARTICULAR TERM, CONDITION, PART OR PROVISION HELD TO BE UNLAWFUL OR IN CONFLICT WITH LAW AND, WHERE APPLICABLE AND AT THE OPTION OF LENDER, ANY APPLICATION OF PAYMENTS OR ADDITION TO PRINCIPAL MAY BE ADJUSTED OR REVERSED ACCORDINGLY. WHENEVER USED, THE SINGULAR SHALL INCLUDE THE PLURAL, THE PLURAL SHALL INCLUDE THE SINGULAR AND THE USE OF ANY GENDER SHALL INCLUDE ALL GENDERS.

10. THIS MODIFICATION AGREEMENT WILL NOT TAKE EFFECT UNTIL IT HAS BEEN EXECUTED BY BORROWER, GUARANTOR AND LENDER.

11. GUARANTOR HEREBY AGREES AND CONSENTS TO THE PROVISIONS OF THIS MODIFICATION AGREEMENT, CONFIRMS AND RATIFIES THE PROVISIONS OF THE GUARANTY, AGREES THAT THE GUARANTY APPLIES TO THE LOAN AS MODIFIED BY THIS MODIFICATION AGREEMENT AND AGREES THAT THE GUARANTY REMAINS IN FULL FORCE AND EFFECT.

12. TO THE EXTENT THE TERMS, CONDITIONS, AND PROVISIONS OF THIS MODIFICATION AGREEMENT DIFFER FROM OR ARE INCONSISTENT WITH THE NOTE, MORTGAGE, GUARANTY OR OTHER LOAN DOCUMENTS EXECUTED BY THE BORROWER OR OTHERS, THE TERMS, CONDITIONS AND PROVISIONS OF THIS MODIFICATION AGREEMENT SHALL CONTROL AND GOVERN. IN ALL OTHER RESPECTS THE NOTE, MORTGAGE GUARANTY AND OTHER LOAN DOCUMENTS SHALL REMAIN IN FULL FORCE AND EFFECT, AND THE UNDERSIGNED BORROWER AND GUARANTOR PROMISE TO PAY THE INDEBTEDNESS UNDER THE NOTE, MORTGAGE, GUARANTY AND OTHER LOAN DOCUMENTS AND THIS MODIFICATION AGREEMENT AND TO PERFORM ALL OF THE OBLIGATIONS THEREUNDER.

13. THE NAME OF THE BORROWER IS NOW HEARTLAND BANK AND TRUST COMPANY AS SUCCESSOR TRUSTEE TO WESTERN SPRINGS NATIONAL BANK AND TRUST, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED AUGUST 8, 2003, AND KNOWN AS TRUST NUMBER 4009, AND ITS MAILING ADDRESS IS AS FOLLOWS: 4456 WOLF ROAD, WESTERN SPRINGS, ILLINOIS 60558. DONALD J. LEHMAN IS NOW THE SUCCESSOR TRUSTEE UNDER THE ANTOINETTE TRUST, AND HIS MAILING ADDRESS IS AS FOLLOWS: 3643 FOREST AVENUE, BROOKFIELD, ILLINOIS 60513. THE MAILING ADDRESS OF STANFORD E. GASS, GASS AND LEWIS, LTD. IS CHANGED TO: STANFORD E. GASS AND LEWIS LTD, 1623 GLENVIEW ROAD, #219, GLENVIEW, IL 60025. THE MAILING ADDRESS OF SKS & ASSOCIATES, INC. IS CHANGED TO: SKS & ASSOCIATES, INC., 7951 OGDEN AVENUE, LYONS, IL 60534.

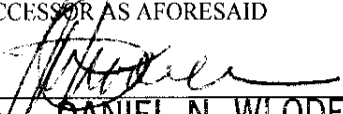
14. ATTACHED TO THIS MODIFICATION AGREEMENT IS THE BORROWER'S LAND TRUSTEE'S STANDARD LAND TRUSTEE EXCULPATION PROVISION WHICH IS INCORPORATED HEREIN.

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BORROWER:

HEARTLAND BANK AND TRUST COMPANY
AS SUCCESSOR AS AFORESAID

BY: 
NAME: DANIEL N. WLODEK
TITLE: TRUST OFFICER

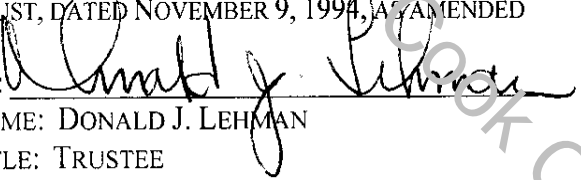
GUARANTOR:

SKS & ASSOCIATES, INC.

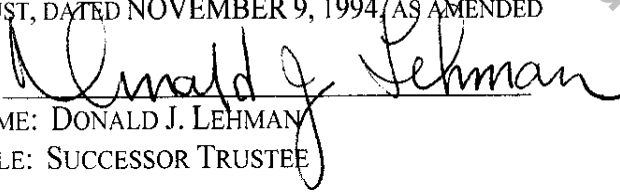
BY: 
NAME: MICHAEL J. SLINKMAN
TITLE: ITS PRESIDENT

LENDER:

THE DONALD J. LEHMAN DECLARATION OF
TRUST, DATED NOVEMBER 9, 1994, AS AMENDED

BY: 
NAME: DONALD J. LEHMAN
TITLE: TRUSTEE

THE ANTOINETTE LEHMAN DECLARATION OF
TRUST, DATED NOVEMBER 9, 1994, AS AMENDED

BY: 
NAME: DONALD J. LEHMAN
TITLE: SUCCESSOR TRUSTEE

This **LOAN MODIFICATION AGREEMENT** is executed by HEARTLAND BANK and TRUST COMPANY, as Successor Trustee to Western Springs National Bank and Trust, not personally but solely as Trustee. All the covenants and conditions, if any, to be performed hereunder by HEARTLAND BANK and TRUST COMPANY, are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against HEARTLAND BANK and TRUST COMPANY, by reason of any of the covenants, statements, representations, or warranties contained in this document. This document is executed based solely upon information and belief furnished by the beneficiary or beneficiaries of the aforesaid trust. The Trustee has no personal knowledge of the facts or statements herein contained.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT **DONALD J. LEHMAN**, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 30th DAY OF **AUGUST, 2013**.

Stanford E Gass
NOTARY PUBLIC

COMMISSION EXPIRES: _____



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT **DONALD J. LEHMAN**, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 30th DAY OF **AUGUST, 2013**.

Stanford E Gass
NOTARY PUBLIC

COMMISSION EXPIRES: _____



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT **DANIEL N. WLODEK**, PERSONALLY KNOWN TO ME TO THE TRUST OFFICER OF HEARTLAND BANK, INC., A FEDERAL BANK AND KNOWN TO ME TO THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT AS SUCH TR. OYER HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS THE TR. OYER OF SAID CORPORATION AND PURSUANT TO AUTHORITY, GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION AS HIS/HER FREE AND

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VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 20th DAY OF AUGUST, 2013.

Kelly Isdale
NOTARY PUBLIC



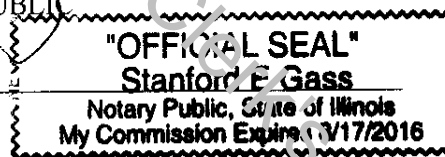
COMMISSION EXPIRES: 6/5/2016

STATE OF ILLINOIS)
) SS
COUNTY OF COCK)

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Michael J. Slinkman PERSONALLY KNOWN TO ME TO BE THE PRESIDENT OF **SKS & ASSOCIATES, INC.**, AN ILLINOIS CORPORATION AND KNOWN TO ME TO THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT AS SUCH PRESIDENT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS THE PRESIDENT OF SAID CORPORATION AND PURSUANT TO AUTHORITY, GIVEN BY THE BOARD OF DIRECTORS OF SAID CORPORATION AS HIS/HER FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 30th DAY OF AUGUST, 2013.

Stanford E. Gass
NOTARY PUBLIC



COMMISSION EXPIRES: _____

WHEN RECORDED RETURN TO AND THIS INSTRUMENT PREPARED BY

MR. STANFORD E. GASS
GASS AND LEWIS, LTD.
1623 GLENVIEW ROAD, #219
GLENVIEW, ILLINOIS 60025
(847) 657-6848