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Doc#: 1506335023 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/04/2015 09:47 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:
AMERICAN COMMUNITY
BANK & TRUST
AN ILLINOIS STATE BANKING
ASSOCIATION
P.O. BOX 1720

WOODSTOCK, IL 60098

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
C. Hayden
AMERICAN COMMUNITY BANK & TRUST

WOODSTOCK, IL 60098

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 27, 2015, is made and executed between Parkway Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated September 1, 2003 and known as Trust Number 13617 (referred to below as "Grantor") and AMERICAN COMMUNITY BANK & TRUST, whose address is P.O. BOX 1720, WOODSTOCK, IL 60098 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 28, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 18, 2003 as Document No. 0332201175 in Cook County, Illinois.

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

LOT 1 IN STREAMWOOD CAR CARE CENTER RESUBDIVISION OF LOT 2 IN T. H. P. COMMERCIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1995 AS DOCUMENT 95604386, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8-48 Barrington Road, Streamwood, IL 60107. The Real Property tax identification number is 06-13-403-019-0000.

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

The herein described Mortgage is hereby increased from the current note balance of \$2,616,160.59 to \$3,840,052.22 as evidenced by the following two (2) Notes: (a) a Promissory Note dated January 27, 2015 in the amount of \$2,664,765.59 by and between Heldner Family Limited Partnership and The

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MODIFICATION OF MORTGAGE (Continued)

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Hoffman Family Property Trust and Lender ("Note 1"); (b) a Promissory Note dated January 27, 2015 in the amount of \$1,175,286.63 by and between Heidner Properties, Inc. and The Hoffman Family Property Trust and Lender ("Note 2"); together with any renewals, extensions, modifications, refinancings, consolidations, and substitutions for the Promissory Notes. All other terms and conditions remain.

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.

COUNTERPART SIGNATURES. Counterpart and Facsimile. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

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 27, 2015.

GRANTOR:

PARKWAY BANK AND TRUST COMPANY, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 2003 AND KNOWN AS TRUST NUMBER 13617

By: [Signature]
~~Grantor for Parkway Bank and Trust Company, not individually, but as Trustee under Trust Agreement dated September 1, 2003 and known as Trust Number 13617~~

By: _____
~~Grantor for Parkway Bank and Trust Company, not individually, but as Trustee under Trust Agreement dated September 1, 2003 and known as Trust Number 13617~~

This agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank & Trust Co. is hereby expressly waived by the parties herein and their respective successors and assigns.

The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The Beneficiary of this Trust, as management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, as Trustee

PARKWAY BANK & TRUST COMPANY IS EXECUTING THIS DOCUMENT SOLELY IN ITS CAPACITY AS LAND TRUSTEE WITH THE AUTHORIZATION AND DIRECTION OF ITS BENEFICIARY AND HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS CONTAINED HEREIN NOR THE ABILITY TO PERFORM ANY OF THE ACTS ASSOCIATED THEREWITH.

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:

AMERICAN COMMUNITY BANK & TRUST

X [Signature]
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

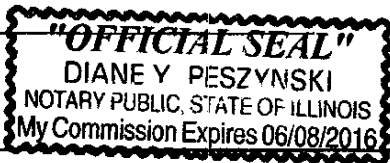
On this 9th day of FEBRUARY, 2015 before me, the undersigned Notary Public, personally appeared ANNA KURINSKI
ASST. TRUST OFFICER

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature]
Notary Public in and for the State of ILLINOIS

Residing at PARKWAY BANK & TRUST CO.
TRUST DEPT.
4800 N. HAWLEM AVE.
HARWOOD HEIGHTS, IL 60706

My commission expires _____



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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF McHenry)

On this 11th day of Feb, 2015 before me, the undersigned Notary Public, personally appeared Matt Horst and known to me to be the Asst. Vice Pres. authorized agent for **AMERICAN COMMUNITY BANK & TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **AMERICAN COMMUNITY BANK & TRUST**, duly authorized by **AMERICAN COMMUNITY BANK & TRUST** 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 **AMERICAN COMMUNITY BANK & TRUST**.

By Regina McHardy Residing at IL

Notary Public In and for the State of IL

My commission expires 4/24/15

Cook County Clerk's Office