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Doc#. 1807401017 Fee: \$52.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 03/15/2018 09:18 AM Pg: 1 of 3

**RECORDATION REQUESTED BY:** 

Wheaton Bank & Trust Company 100 N. Wheaton Avenue Wheaton, IL 60187

WHEN RECORDED MAIL TO:

Wheaton Bank & Trust Company 9801 W Higgins, Suite 400 Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Wheaton Bank & Trust Compary
100 N. Wheaton Avenue
Wheaton, IL 60187

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 29, 2018, is made and executed between Edward Matteson and Colleen Matteson, as joint tenants, whose address is 3411 Avondale Lane, New Lenox, IL 60451 (referred to below as "Grantor") and Wheaton Bank 2. Trust Company, whose address is 100 N. Wheaton Avenue, Wheaton, IL 60187 (referred to below as "Lendar").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Lanuary 30, 2013 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on February 13, 2013 in the office of the Cook County Recorder, 23 Document No. 1304401013 and Assignment of Rents dated January 30, 2013 and recorded on February 13, 2013 in the office of the Cook County Recorder, as Document No. 1304401014.

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

LOT 46 IN BLOCK 7 IN HANNAH AND KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF PART OF THE SOUTH EAST 1-4 OF SECTION 29 AND THAT PART WEST OF R.R. LANES IN SECTION 28. TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2701 S. Commercial Avenue, South Chicago Heights, IL 60411. The Real Property tax identification number is 32-29-414-001-0000.

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

Any and all references to Lender shall mean Wheaton Bank & Trust Company ("Lender"), as successor pursuant to Agreement to Purchase Assets and Assume Liabilities by and between Community Bank-Wheaton/Glen Ellyn, as Seller and Lender as Buyer dated July 25, 2015.

**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

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# MODIFICATION OF MORTGAGE (Continued)

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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.

GRANTOR ACKNOW! EDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 28, 2018.

**GRANTOR:** 

**Edward Matteson** 

Colleen Matteson

LENDER:

**WHEATON BANK & TRUST COMPANY** 

Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT STATE OF THE COIS ) SS COUNTY OF Will On this day before me, the undersigned Notary Public, personally appeared Edward Matteson and Colleen Matteson, to me know no 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 shal this Notary Public in and for the State of -OFFICIAL SEAL GINA E BIAGI My commission expires NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/25/21 LENDER ACKNOWLEDGMENT before me, the undersigned Notary On this and known to me to be the Public, personally appeared William Grosch , authorized agent for Wheaton Bank & Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Wirea on Bank & Trust Company, duly authorized by Wheaton Bank & Trust Company through its board of intectors 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 Wheaton Bank & Trust Company. Notary Public in and for the State of \_\_\_\_\_\_ OFFICIAL SEAL My commission expires **DEANNE PROCHNOW** NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires March 3, 2019