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#### RECORDATION REQUESTED BY:

Heartland Bank and Trust Company BR# 525-Western Springs-WSW 4456 Wolf Rd Western Springs, IL 60558

## WHEN RECORDED MAIL TO:

**Heartland Bank and Trust** 

Company

Attn: Mortgage Support 405 N. Hersney Rd. Bloomington, II. 61704



Doc# 1810634084 Fee \$46.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/16/2018 02:30 PM PG: 1 OF 5

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Jake Hopper
Heartland Bank and Trust Company
405 N Hershey Rd, P.O. Box 67
Bloomington, IL 61702

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2018, is made and executed between Heartland Bank and Trust Company, successor Trustee to Western Springs National Bank and Trust, as Trustee U/T/A dated 7/19/07 and known as Trust #4159 (referred to below as "Grantor") and Heartland Bank and Trust Company, whose address is 4456 Wolf Rd, Western Springs, IL 60558 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 23, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on July 30, 2007 as Document Number 0721133105.

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

LOT THIRTY-FOUR (34) IN ARTHUR T. MC INTOSH AND COMPANY'S BRAEMAR OF INVERNESS, A SUBDIVISION OF PARTS OF SECTION TWENTY (20), TWENTY-ONE (21), AND TWENTY-EIGHT (28), TOWNSHIP FORTY-TWO (42N), NORTH, RANGE 10, EAST (E) OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1975 AS DOCUMENT 23219238, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 669 Balmoral Ln, Inverness, IL 60067-4721. The Real Property tax identification number is 02-28-105-008-0000.

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

This Mortgage secures a renewal promissory note in the principal amount of \$668,537.11 dated March 1, 2018 that bears interest at the rate described in the note with a maturity date of February 1, 2019 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note.

S\_A P\_5 S\_A N\_A SC\_ INT\_

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# MODIFICATION OF MORTGAGE (Continued)

Loan No: 566100

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO THE TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 2018.

**GRANTOR:** 

HEARTLAND BANK AND TRUST COMPANY, Not personally but as Trustee under that certain trust agreement dated 07-19-2/07 and known as Trust Number 4159.

Nathan Ihnes, Trust Officer of Heartland Bank and Truck

Company

This Document Subject to Attached Exculpatory Clause

LENDER:

HEARTLAND BANK AND TRUST COMPANY

Authorized Officer

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# **MODIFICATION OF MORTGAGE**

Loan No: 566100

(Continued)

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TRUST ACKNO	OWLEDGMENT
On this	) ) SS  ) before me, the undersigned lead from the description of the trust that execute fication to be the free and voluntary act and deed for, by authority of statute, for the uses and put is authorized to execute this Modification and in the leading at
	NOTARY PUBLIC, STATE OF ILLINOI MY COMMISSION EXPIRES 8/8/202

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# MODIFICATION OF MORTGAGE (Continued)

Page 4 Loan No: 566100 LENDER ACKNOWLEDGMENT STATE OF \_ ) SS COUNTY OF Mul >018 before me, the undersigned Notary On this ersonally appeared <u>Craig Orwig</u> and known to me to be the <u>Vice President</u>, authorized agent for **Heartfand Bank and Trust Company** that executed the within and foregoing and known to me to be the Vice President Public, personally appeared instrument and acknowledged said instrument to be the free and voluntary act and deed of Heartland Bank and Trust Company, duly authorized by Heartland Bank and Trust Company 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 Heartland Bank and Trust Company. Residing at Notary Public in and for the State of \_ "OFFICIAL SEAL" ANTHONY CHARLES HARPENAL NOTARY PUBLIC, STATE OF ILLINOIS My commission expires \_ Originator Names and Nationwide Mortgage Licensing System and Registry /Ds: Organization: Heartland Bank and Trust Company NMLSR ID: 402266

Individual: Meghan Christianer

NMLSR ID: 1548483

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## **EXCULPATORY CLAUSE**

This instrument is executed by Heartland Bank and Trust Company, successor Trustee to Western Springs National Bank and Trust, not individually, but as Trustee under the provisions of a Trust Agreement dated 7/19/2007 and known as Trust #4159; acting solely as Trustee under the Trust Agreement described in the Execution clause hereof, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, iromises or agreements) by the named Trustee are undertaken by it solely as Trustee under said Trust Agreement, and not individually, and no personal liability shall be asserted or be enforceable Istee this agr.

Of Columnia Clark's Office against said named Trustee by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this agreement.