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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/08/2018 09:31 AM Pg: 1 of 5

RECORDATION REQUESTED BY:

Old Plank Trail Community
Bank, N.A.
20012 S. Wolf Road
Mokena, IL 60448

WHEN RECORDED MAIL TO:

Old Plank Trail Community
Bank, N.A. - New Lenox
9801 W Higgins, Suite 400
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Operations, Loan Documentation Administrator
Old Plank Trail Community Bank, N.A.
20012 S. Wolf Road
Mokena, IL 60448

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 10, 2018, is made and executed between The Big "R" Real Estate Company, an Illinois corporation, whose address is 27243 Arbour Walk Drive, Frankfort, IL 60423 (referred to below as "Grantor") and Old Plank Trail Community Bank, N.A., whose address is 20012 S. Wolf Road, Mokena, IL 60448 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 1, 2004 (the "Mortgage") which has been recorded in Will County, State of Illinois, as follows:

recorded with Will County Recorder on October 13, 2004 as Document No. R2004188314.

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

THAT PART OF LOT 2 IN THE SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, IN TOWNSHIP 35 NORTH, AND IN RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, (PART 2), PAGE 84, ON APRIL 1, 1879, AS DOCUMENT NO. 112377, DESCRIBED AS FOLLOWS: COMMENCING 35 RODS NORTH OF THE SOUTHWEST CORNER OF SAID LOT 2, BEING IN THE CENTER OF THE HIGHWAY, RUNNING NORTH AND SOUTH, RUNNING THENCE EAST 12 RODS, THENCE NORTH 16 RODS, THENCE WEST 12 RODS, TO THE CENTER OF SAID HIGHWAY, AND THENCE SOUTH 16 RODS TO THE POINT OF BEGINNING IN WILL COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 301 N. White St., Frankfort, IL 60423. The Real Property tax identification number is 19-09-22-300-014-0000.

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

1) The "Maximum Lien" section is hereby restated in its entirety to mean the following:

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not

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MODIFICATION OF MORTGAGE (Continued)

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including sums advanced to protect the security of the Mortgage, exceed \$758,208.64.

2) The following paragraph, titled **CROSS-COLLATERALIZATION**, is hereby added to the Mortgage:

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

3) The following paragraph, titled **WAIVER OF RIGHT OF REDEMPTION**, is hereby added to the Mortgage:

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1001(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

4) The following paragraph, titled **TAX AND INSURANCE RESERVES**, is hereby added to the Mortgage:

TAX AND INSURANCE RESERVES. Grantor agrees to establish and maintain a reserve account to be retained from the initial proceeds of the loan evidenced by the Note in such amount deemed to be sufficient by Lender to (A) create an adequate cushion and (B) provide enough funds to be in a position to make timely payment of real estate taxes and insurance premiums as otherwise required herein. Grantor shall pay monthly, or at such other interval as payments under the Note may be due, an amount equivalent to 1/12th, or if payments are not monthly, such fraction as Lender will require consistent with applicable law, of the total annual payments Lender reasonably anticipates making from the reserve account to pay real estate taxes and premiums for insurance policies required to be maintained on the Real Property, as estimated by Lender. If required by Lender, Grantor shall further pay at the same frequency into the reserve account a pro-rata share of all annual assessments and other charges which may accrue against the Real Property as required by Lender. If the amount so estimated and paid shall prove to be insufficient to pay such property taxes, insurance premiums, assessments and other charges, subject to the requirements of applicable law, Grantor shall pay the difference in one or more payments as Lender requires. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated real estate taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any of the Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described below.

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

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MODIFICATION OF MORTGAGE (Continued)


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 ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 10, 2018.

GRANTOR:

THE BIG "R" REAL ESTATE COMPANY

By: 
William J. Frank, President of The Big "R" Real Estate Company

By: 
Renette A. Frank, Secretary of The Big "R" Real Estate Company

LENDER:

OLD PLANK TRAIL COMMUNITY BANK, N.A.

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

On this 31st day of October, 2018 before me, the undersigned Notary Public, personally appeared **William J. Frank, President of The Big "R" Real Estate Company and Renette A. Frank, Secretary of The Big "R" Real Estate Company**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Rachel M Harmatys Residing at 2002 Wolf Rd. Mokena, IL
Rachel M Harmatys 60448
 Notary Public in and for the State of ILLINOIS

My commission expires 11-26-2021



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

On this 31st day of October, 2018 before me, the undersigned Notary Public, personally appeared William J. Frank & Renette A. Frank and known to me to be the _____, authorized agent for **Old Plank Trail Community Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Old Plank Trail Community Bank, N.A.**, duly authorized by **Old Plank Trail Community Bank, N.A.** 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 **Old Plank Trail Community Bank, N.A.**.

By Rachel M Harmatys Residing at 20012 Wolf Rd. Mokena, IL
Rachel M Harmatys 60448
 Notary Public in and for the State of ILLINOIS

My commission expires 11-26-2021

