

UNOFFICIAL COPY

Doc#. 1913001007 Fee: \$54.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 05/10/2019 09:36 AM Pg: 1 of 4

RECORDATION REQUESTED BY:

FNBC Bank and Trust
LaGrange Office
620 W Burlington Ave
LaGrange, IL 60525

WHEN RECORDED MAIL TO:

FNBC Bank and Trust
Attn: Loan Operations
620 W. Burlington Avenue
La Grange, IL 60525

FOR RECORDER'S USE ONLY

19 008855

This Modification of Mortgage prepared by:

Central Loan Operations
FNBC Bank and Trust
620 W Burlington Ave
LaGrange, IL 60525

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 10, 2017, is made and executed between Casey's Markets Inc. (referred to below as "Grantor") and FNBC Bank and Trust, whose address is 620 W Burlington Ave, LaGrange, IL 60525 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 17, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded April 18, 2014 in the office of the Cook County Recorder of Deeds and known as document number 1410855029.

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

THAT PART OF LOT 5 IN BECKETT'S RESUBDIVISION OF LOTS 15, 16 AND 17 IN BLOCK 7 OF WESTERN SPRINGS RESUBDIVISION OF A PART OF EAST HINSDALE IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 5, 94 FEET NORTH EASTERLY OF THE NORTHWEST CORNER THEREOF RUNNING THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 83.71 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT; THENCE EAST ON THE SOUTH LINE OF SAID LOT TO THE EAST LINE THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 50 FEET MORE OR LESS TO THE FACE OF THE SOUTH WALL OF THE BRICK BUILDING LOCATED MAINLY ON LOT 4 IN SAID BECKETT'S RESUBDIVISION AFORESAID; THENCE WESTERLY ALONG THE FACE OF SAID SOUTH WALL OF SAID BRICK BUILDING 10 5/8 INCHES TO THE SOUTHWEST CORNER OF SAID BUILDING; THENCE NORTH ALONG THE FACE OF THE WEST WALL OF SAID BUILDING 41 FEET 1 5/8 INCHES MORE OR LESS TO THE NORTH LINE OF SAID LOT 5; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 5, 29 1/2 FEET MORE OR LESS TO POINT OF BEGINNING, ACCORDING TO SURVEY DATED FEBRUARY 28, 1925, IN COOK COUNTY, ILLINOIS.

ALSO

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Page 2

THAT PART OF LOT 4 IN BECKETT'S RESUBDIVISION OF LOTS 15, 16 AND 17 IN BLOCK 7 OF WESTERN SPRINGS RESUBDIVISION OF A PART OF EAST HINSDALE IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 8 FEET; THENCE IN A SOUTHEASTERLY DIRECTION IN A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF SAID LOT 4, 12 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING, BEING A TRIANGULAR PIECE OF GROUND TO BE USED AS AN ALLEYWAY IN CONNECTION WITH AND IN ADDITION TO THE LOT ADJOINING SAID LOT 4, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 915 Burlington Avenue, Western Springs, IL 60558. The Real Property tax identification number is 18-06-417-004-0000.

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

1. The **MAXIMUM LEND** amount is hereby increased and shall not exceed \$125,000.00.
2. The **"TAX RESERVE"** paragraph below is hereby added to the Mortgage.

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.

TAX RESERVES. Borrower agrees that upon an Event of Default, Lender reserves the right to require Borrower to establish and maintain a reserve account 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 as otherwise required herein. Thereafter, Borrower 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 fractions 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. If required by Lender, Borrower shall further pay at the same time 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, assessments and other charges subject to the requirements of applicable law, Borrower shall pay the difference in one or more payments as Lender requires. Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in any 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.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 10, 2017.

GRANTOR:

CASEY'S MARKETS INC.

By: *David G Casey*
David G Casey, President/Secretary of Casey's Markets Inc.

LENDER:

FNBC BANK AND TRUST

X *P. Kevin McLaughlin*
P. Kevin McLaughlin, Senior Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

)
) SS

COUNTY OF COOK

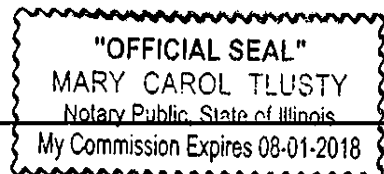
)

On this 21ST day of AUGUST, 2017 before me, the undersigned Notary Public, personally appeared **David G Casey, President/Secretary of Casey's Markets Inc.**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By *Mary Carol Tlusty*
Notary Public in and for the State of ILLINOIS

Residing at 620 W BURENGLON AVE
HARBRIDGE, IL 60525

My commission expires 8-01-2018



UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 21st day of AUGUST, 2017 before me, the undersigned Notary Public, personally appeared P. Kevin McLaughlin and known to me to be the **Senior Vice President**, authorized agent for **FNBC Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FNBC Bank and Trust**, duly authorized by **FNBC Bank and 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 **FNBC Bank and Trust**.

By Mary Carol Tlusty Residing at 620 W BUREINGTON AVE
LABRANGE, IL 60525
 Notary Public in and for the State of ILLINOIS

My commission expires 8-01-2018

