

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc# 2001633006 Fee \$93.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/16/2020 12:49 PM PG: 1 OF 4

**WHEN RECORDED MAIL TO:**

Heartland Bank and Trust  
Company  
Attn: Commercial Loan  
Support  
P.O. Box 67  
Bloomington, IL 61702-0067

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Laura Saylor  
Heartland Bank and Trust Company  
4456 Wolf Rd  
Western Springs, IL 60558

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 15, 2019, is made and executed between Peaceful Oaks Family Limited Partnership (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 November 17, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 29, 2017 as Document Number 1733308021.

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

**PARCEL 1:**

LOTS 6, 7, 8, 9, 10, 11 AND THE EAST ONE HALF OF LOT 12 IN BLOCK 1 IN W. F. KAISER AND COMPANY'S RIDGEMOOR TERRACE, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THE WEST HALF OF LOT 12 AND ALL OF LOTS 13, 14 AND 15 IN BLOCK 1 IN W. F. KAISER AND COMPANY'S RIDGEMOOR TERRACE, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH EAST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1733308021  
12-19-19  
S P S W S N S  
C O O K  
C O U N T Y  
I L L I N O I S  
REC'D

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 6590113247

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The Real Property or its address is commonly known as 4800 N Nagle Ave, Harwood Heights, IL 60706-7400. The Real Property tax identification number is 13-07-424-040-0000 (Parcel 1); 13-07-424-052-0000 (Parcel 2).

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

This Construction Mortgage secures a renewal promissory note in the principal amount of \$2,917,468.23 dated November 15, 2019 that bears interest at a variable rate as described in the note with a maturity date of November 15, 2024 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note.

**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 ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 2019.**

**GRANTOR:**

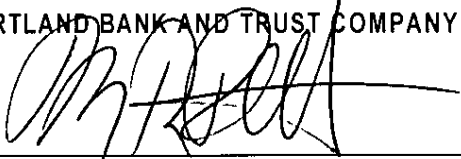
**PEACEFUL OAKS FAMILY LIMITED PARTNERSHIP**

W/B FULLER CORP., General Partner of Peaceful Oaks Family Limited Partnership

By:   
Matthew P Fuller, President of W/B Fuller Corp.

**LENDER:**

**HEARTLAND BANK AND TRUST COMPANY**

X   
Mark R. Ptacek, Senior Vice President

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 6590113247

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### CORPORATE ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 17th day of December, 2019 before me, the undersigned Notary Public, personally appeared **Matthew P Fuller, President of W/B Fuller Corp., General Partner of Peaceful Oaks Family Limited Partnership**, 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 Kelly A Isdale Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 9/28/2021



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Cook )

On this 17th day of December, 2019 before me, the undersigned Notary Public, personally appeared **Mark R. Ptacek** and known to me to be the **Senior Vice President**, authorized agent for **Heartland Bank and Trust Company** that executed the within and foregoing 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**.

By Kelly A Isdale Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 9/28/2021

