

# UNOFFICIAL COPY

Doc#. 2006547159 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 03/05/2020 11:28 AM Pg: 1 of 4

**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: Commercial Loan  
Support  
P.O. Box 67  
Bloomington, IL 61702-0067

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Kelsey Walsberg  
Heartland Bank and Trust Company  
4456 Wolf Rd  
Western Springs, IL 60558

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated February 25, 2020, is made and executed between Cherry Capital Group LLC (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 May 15, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 18, 2017 as Document Number 1713849269.

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

LOT 65, IN BLOCK 6, IN FULLERTON'S ADDITION TO CHICAGO IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2509 N Clybourn Ave, Chicago, IL 60614. The Real Property tax identification number is 14-30-409-033-0000.

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

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,283,000.00.

This Mortgage secures a renewal promissory note in the principal amount of \$1,283,000.00 dated February 25, 2020 that bears interest at the rate described in the note with a maturity date of February 25, 2025 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note.

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(Continued)**

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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 ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 25, 2020.**

GRANTOR:

CHERRY CAPITAL GROUP LLC

By: 

Stephen E Muller, Manager of Cherry Capital Group LLC

LENDER:

HEARTLAND BANK AND TRUST COMPANY

X 

Justin R. Kennedy, Vice President

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF California

COUNTY OF Los Angeles

) A notary public or other officer completing  
 this certificate verifies only the identity of  
 ) the individual who signed the document to  
 ) which this certificate is attached, and not  
 the truthfulness accuracy, or validity of that  
 document.

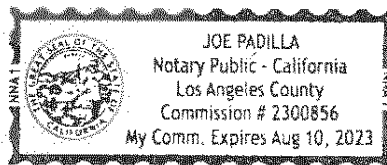
On this FEB 21 2020 day of February, 2020 before me, the undersigned Notary Public, personally appeared **Stephen E Muller, Manager of Cherry Capital Group LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Joe Padilla *Padilla*

Residing at The UPS Store #1437  
8391 Beverly Blvd.  
Los Angeles, CA 90048  
(323) 655-9980

Notary Public In and for the State of California

My commission expires 08/10/2023



Los Angeles County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 25<sup>th</sup> day of February, 2020 before me, the undersigned Notary Public, personally appeared **Justin R. Kennedy** and known to me to be the **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 *[Signature]* Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 7/26/20



Cook County Clerk's Office