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Doc#. 2236113076 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/27/2022 09:53 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:

Jodi Ritterbush
Heartland Bank and Trust Company
4456 Wolf Rd
Western Springs, IL 60558

FIRST AMERICAN TITLE
FILE # 31160504

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 18, 2022, is made and executed between Oswald's Edifice, LLC, a Wisconsin Limited Liability Company (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 18, 2021 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 21, 2021 as Document Number 2135508193.

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

LOT 24 IN BLOCK 1 IN W.F. KAISER AND COMPANY'S ARCADIA TERRACE, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE WEST 33 FEET THEREOF AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5915 N Artesian Ave, Chicago, IL 60659. The Real Property tax identification number is 13-01-407-015-0000.

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

This Mortgage secures a renewal promissory note in the principal amount of \$584,000.00 dated November 18, 2022 that bears interest at the rate described in the note with a maturity date of November 18, 2029 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 6590137760

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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 NOVEMBER 18, 2022.

GRANTOR:

OSWALD'S EDIFICE, LLC

By: *Katherine L. Olson*
 Katherine L Olson, Manager of Oswald's Edifice, LLC

LENDER:

HEARTLAND BANK AND TRUST COMPANY

X *Justin F. Kennedy*
 Justin F. Kennedy, Senior Vice President

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 6590137760

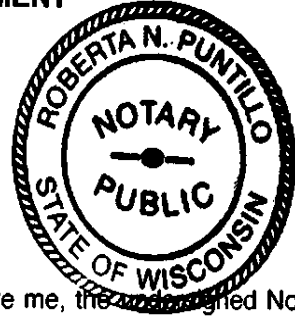
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Wisconsin

COUNTY OF Kenosha

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) SS
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On this Ninth day of November, 2022 before me, the undersigned Notary Public, personally appeared **Katherine L Olson, Manager of Oswald's Edifice, 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 [Signature]

Residing at Kenosha Wisconsin

Notary Public in and for the State of Wisconsin

My commission expires permanently

Kenosha County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 6590137760

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS)

On this 14th day of November 2022 before me, the undersigned Notary Public, personally appeared **Justin R. Kennedy** 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 the 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 8/3/24



Cook County Clerk's Office