

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc# 2301340060 Fee \$93.00

**WHEN RECORDED MAIL TO:**

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

RHSP FEE:\$9.00 RPRF FEE: \$1.00  
KAREN A. YARBROUGH  
COOK COUNTY CLERK  
DATE: 01/13/2023 03:34 PM PG: 1 OF 6

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Michael Zimmerman  
Heartland Bank and Trust Company  
4456 Wolf Rd  
Western Springs, IL 60558

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 2022, is made and executed between River Road, L.L.C. (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 December 3, 2012 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 10, 2012 as Document Number 1234519059.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2720 S River Road, Des Plaines, IL 60018. The Real Property tax identification number is 09-33-203-011-0000; 09-33-401-017-0000.

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

This Mortgage secures a renewal promissory note in the principal amount of \$1,294,540.00 dated December 1, 2022 that bears interest at a variable rate as described in the note with a maturity date of May 31, 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

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(Continued)**

Loan No: 6590070417

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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 DECEMBER 1, 2022.**

GRANTOR:

RIVER ROAD, L.L.C.

By: Gerald Lee Nudo

Gerald L Nudo, Manager of River Road, L.L.C.

By: \_\_\_\_\_

Laurence H Weiner, Manager of River Road, L.L.C.

LENDER:

HEARTLAND BANK AND TRUST COMPANY

X \_\_\_\_\_

Justin R. Kennedy, Senior Vice President

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## MODIFICATION OF MORTGAGE

Loan No: 6590070417

(Continued)

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GRANTOR:

RIVER ROAD, L.L.C.

By: Gerald L Nudo, Manager of River Road, L.L.C.

By: Laurence H Weiner, Manager of River Road, L.L.C.

LENDER:

HEARTLAND BANK AND TRUST COMPANY

X Justin R. Kennedy, Senior Vice President

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 )  
 COUNTY OF COOK ) SS  
 )

On this 27<sup>th</sup> day of December, 2022 before me, the undersigned Notary Public, personally appeared **Gerald L Nudo, Manager of River Road, L.L.C. and Laurence H Weiner, Manager of River Road, L.L.C.**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Sonia L. Soto Residing at 55 E. Jackson  
Chgo IL 60604

Notary Public in and for the State of IL

My commission expires 5/5/23



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## MODIFICATION OF MORTGAGE (Continued)

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### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 6<sup>th</sup> day of January, 2023 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 this said instrument on behalf of **Heartland Bank and Trust Company**.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 7/9/23



Cook County Clerk's Office

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## Exhibit "A"

Those portions of Section 33 and Section 34, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at a point on the East line of Section 33, Township 41 North, Range 12 East of the Third Principal Meridian, a distance of 290.40 feet North of the Southeast corner of the Northeast 1/4 of said Section 33; thence North 88° 34' East, a distance of 214.97 feet; thence South 24° 20' East, a distance of 308.87 feet; thence South 45° 06' East, a distance of 70.74 feet; thence South 87° 28' 30" West, a distance of 392.70 feet; thence South 87° 33' West, a distance of 1323.30 feet to the West line of the East 1/2 of the Southeast 1/4 of Section 33, thence North 00° 03' 30" West, a distance of 511.50 feet, thence North 87° 33' East, a distance of 1134.91 feet; thence South 26° 25' East, a distance of 184.73 feet; thence North 87° 33' East, a distance of 106.51 feet to the point of beginning, except those portions of Section 33 and Section 34 aforesaid described as follows:

Beginning at a point 290.4 feet North of the Southeast corner of the Northeast 1/4 of Section 33, aforesaid and running thence North 88° 34' East, a distance of 214.97 feet; thence South 24° 20' East, a distance of 308.87 feet, thence South 45° 06' East, a distance of 70.74 feet, thence South 87° 28' 30" West, a distance of 332.45 feet to the center of the River Road; thence Northwest along the centerline of said road, 374.50 feet to a point therein South 87° 33' and 106.51 feet West of the point of beginning; thence Northeasterly to the point of beginning; and

Also excepting that part thereof described as follows:

Commencing at a point on the East line of Section 33, a distance of 52.88 feet South of the Northeast corner of the Southeast 1/4 thereof; thence South 87° 33' West, a distance of 185.42 feet; thence North, a distance of 180.00 feet, thence North 87° 33' East, a distance of 164.29 feet, more or less to the centerline of River Road; thence Southeasterly along the centerline of said River Road, a distance of 194.35 feet, thence South 87° 28' 30" West, a distance of 60.25 feet to the point of beginning, and

Also excepting from said tract that part thereof described as follows; and also all that part thereof lying West of the West line of that part described as follows:

Commencing at a point on the West line of the East 1/2 of the Southeast 1/4 of the aforesaid Section 33, a distance of 52.14 feet South of the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 33; thence running Easterly, 722.98 feet on a line parallel to the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 33 for a point of beginning; thence Northwesterly, a distance of 265.99 feet along a line, which makes an angle of 105° 46' 52" to the left of the aforesaid Easterly line extended to a point of curve; thence continuing Northwesterly on a curved line 261.92 feet, said curve being to the right having a radius of 2739.79 feet; thence Southeasterly, a distance of 555.04 feet along a line, which makes an angle of 167° 19' 47" to the right of the tangent of the aforesaid curved line extended to a point on a line, that is 52.14 feet South of and parallel with the South line of the Southeast 1/4 of the Northeast 1/4 of Section 33; thence Westerly along said parallel line, a distance of 85.22 feet to the point of beginning, all in Cook County, Illinois.