

UNOFFICIAL COPY

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2002-03-13 12:03:13

Cook County Recorder 25.50

RECORDATION REQUESTED BY:
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL
60712-3631



0020285057

WHEN RECORDED MAIL TO:
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL
60712-3631



SEND TAX NOTICES TO:
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL
60712-3631

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

BRICKYARD BANK
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60712

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 7, 2002 is made and executed between MARK WINSTON and BENNETT L. ROSENBERG (referred to below as "Grantor") and BRICKYARD BANK, whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60712-3631 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 7, 2001 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED 9-7-2001 AND RECORDED ON 11-07-2001 AS DOCUMENT NUMBER 0011046673 FROM MARK WINSTON AND BENNETT L. ROSENBERG TO BRICKYARD BANK.

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

LOT 2 (EXCEPT THAT PART OF SAID LOT 2 WHICH LIES EAST OF A LINE 84.74 FEET EAST OF THE WEST LINE OF SAID LOT 2) AND LOT 3 (EXCEPT THE EAST 20.0 FEET OF SAID LOT 3) IN BRIGHAM'S SUBDIVISION OF LOTS 13 AND 14 IN BLOCK 2 IN RAVENSWOOD, IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, 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 4701-03 N. WINCHESTER AVE., CHICAGO, IL 60640. The Real Property tax identification number is 14-18-201-019-0000

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

EXTEND MATURITY DATE TO 01-07-2005. CHANGE INTEREST RATE TO 7.50%. THIS MODIFICATION IS EVIDENCED BY A NEW PROMISSORY NOTE (1043) DATED 01-07-2002 IN THE AMOUNT OF \$527,811.02.

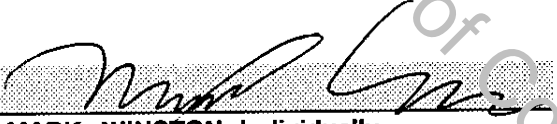
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

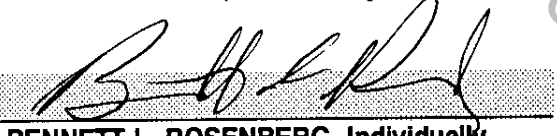
MODIFICATION OF MORTGAGE
(Continued)

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 JANUARY 7, 2002.

GRANTOR:

X 
MARK WINSTON, Individually

X 
BENNETT L. ROSENBERG, Individually

LENDER:

X 
Authorized Signer

ALL THE PR
MS T-

Property of Cook County Clerk's Office

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

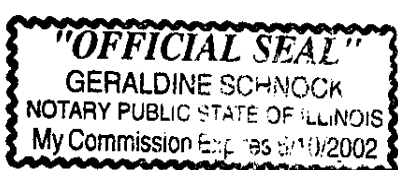
On this day before me, the undersigned Notary Public, personally appeared **MARK WINSTON and BENNETT L. ROSENBERG**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of February, 2002

By [Signature] Residing at 6676 N. Lincoln Ave
Lincolnwood, IL
60712

Notary Public in and for the State of Illinois

My commission expires 5-10-2002



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 26th day of February, 2002 before me, the undersigned Notary Public, personally appeared Paul Ponticelli and known to me to be the Sr. Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at 6676 N Lincoln Ave
Lincolnwood, IL
60712

Notary Public in and for the State of Illinois

My commission expires 5-10-2002

