

# UNOFFICIAL COPY



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2000-04-26 12:45:42

Cook County Recorder 25.50

**RECORDATION REQUESTED BY:**

BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL  
60712-3631

**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

**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SKOKIE OFFICE**

This Modification of Mortgage prepared by:

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 14, 2000, is made and executed between JAMES H. LEVIN and MARY PAT LEVIN, AS JOINT TENANTS, whose address is 1420 N. LAKE SHORE DRIVE, CHICAGO, IL 60610 (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 1, 1998 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED SEPTEMBER 25, 1998 AS DOCUMENT NUMBER 98859739 MADE BY JAMES H. LEVIN AND MARY PAT LEVIN, AS JOINT TENANTS TO BRICKYARD BANK TO SECURE AN INDEBTEDNESS OF \$1,000100.00.

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

THE SOUTH 1 1/2 ACRES (EXCEPT FOR THE SOUTH 50 FEET THEREOF) OF THE EAST 2 1/2 ACRES OF THE SOUTH HALF OF THE EAST THREE-QUARTER OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2200 BRAKEN LANE, NORTHFIELD, IL 60093. The Real Property tax identification number is 04-24-102-017-0000.

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

COMBINED THREE NOTES INTO ONE FOR A TOTAL DEBT OF \$840,000.00. SAID MODIFICATION IS EVIDENCED BY A NEW PROMISSORY NOTE (5114) DATED APRIL 14, 2000. SAID NOTE IS SECURED BY THE PROPERTY PURSUANT TO THE TERMS OF THE MORTGAGE .

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

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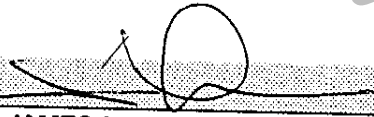
## MODIFICATION OF MORTGAGE (Continued)

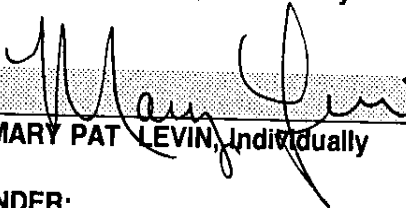
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unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as 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.

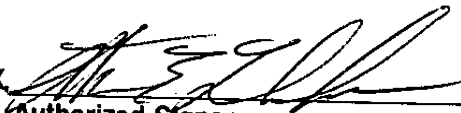
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 14, 2000.

GRANTOR:

X   
JAMES H. LEVIN, Individually

X   
MARY PAT LEVIN, Individually

LENDER:

X   
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared **JAMES H. LEVIN and MARY PAT LEVIN**, 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 25TH day of APRIL, 2000

By [Signature] Residing at 6676 N. LINCOLN AVE.

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 25TH day of APRIL, 2000 before me, the undersigned Notary Public, personally appeared STEVEN E. FLAHAVEN and known to me to be the 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.

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

