

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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



Doc#: 0416339169  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 06/11/2004 04:05 PM Pg: 1 of 5

**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**

**Brickyard Bank**

This Modification of Mortgage prepared by:

6676 N. Lincoln Ave.

Lincolnwood, IL 60712-3631

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 2, 2004, is made and executed between Fine Homes L.L.C. (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 April 2, 2003 (the "Mortgage") which has been recorded in LAKE County, State of Illinois, as follows:

**MORTGAGE DATED 4-2-2003 AND RECORDED 4-10-2003 AS DOCUMENT NUMBER 0030484452 TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$3,954,000.00. .**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in LAKE 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 70 HARBOR, GLENCOE, IL 60053. The Real Property tax identification number is 05-08-314-024-0000; 05-08-400-001-0000; 05-08-400-002-0000

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

**EXTEND MATURITY DATE TO 4-2-2005. THIS MODIFICATION IS EVIDENCED BY A PROMISSORY NOTE DATED 4-2-2004 IN THE AMOUNT OF \$3,954,000.00.**

**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,

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**PARCEL 1:**

THAT PART OF BLOCK 9 (EXCEPT THE SOUTHWESTERLY 50 FEET THEREOF) AND THE NORTHERLY 1/2 OF THE VACATED 20 FOOT ALLEY SOUTH OF AND ADJOINING SAID PREMISES IN TAYLORSPOUT, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 8 TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 9, THENCE NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 75.00 FEET, THENCE SOUTH 00 DEGREES 04 MINUTES 27 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID BLOCK 9 A DISTANCE OF 109.30 FEET, THENCE NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 165.42 FEET TO THE EAST LINE OF SAID BLOCK 9, THENCE SOUTH 01 DEGREES 06 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 9, A DISTANCE OF 75.00 FEET, THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 239.07 FEET TO THE WEST LINE OF SAID BLOCK 9, THENCE NORTH 00 DEGREES 04 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF AFORESAID BLOCK 9, A DISTANCE OF 184.31 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES WESTERLY OF LAKE MICHIGAN, EASTERLY OF THE EASTERLY LINE OF BLOCK 9 OF TAYLORSPOUT, BEING A SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF THE AFORESAID SECTION 8, LYING NORTHERLY OF A LINE 184.24 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF WENTWORTH STREET, EXTENDED EASTERLY TO LAKE MICHIGAN AND LYING SOUTHERLY OF A LINE 109.30 FEET SOUTHERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 9 EXTENDED EASTERLY TO LAKE MICHIGAN, IN COOK COUNTY, ILLINOIS TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO APPERTAINING OR BELONGING.

**PARCEL 3:**

THAT PART OF BLOCK 9 (EXCEPT THE SOUTHWESTERLY 50 FEET THEREOF) IN TAYLORSPOUT, A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 8 TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENING AT THE NORTHWEST CORNER OF BLOCK 9, THENCE NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 9 A DISTANCE OF 167.40 FEET TO THE EAST LINE OF SAID BLOCK 9, THENCE SOUTH 01 DEGREES 06 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 9 A DISTANCE OF 109.32 FEET, THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 165.42 FEET THENCE NORTH 00 DEGREES 04 MINUTES 27 EAST, PARALLEL TO THE WEST BLOCK OF SAID BLOCK 9, A DISTANCE OF 109.30 FEET TO THE POINT OF BEGINNING.

**PARCEL 4:**

THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES WESTERLY OF LAKE MICHIGAN, EASTERLY OF THE EASTERLY LINE OF BLOCK 9 OF TAYLORSPOUT, BEING A SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF THE AFORESAID SECTION 8, LYING NORTHERLY OF A LINE 109.30 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF BLOCK 9 EXTENDED EASTERLY TO LAKE MICHIGAN AND LYING SOUTHERLY OF THE NORTHERLY LINE OF SAID BLOCK 9 EXTENDED EASTERLY TO LAKE MICHIGAN, IN COOK COUNTY, ILLINOIS TOGETHER WITH ALL RIPARIAN RIGHTS THEREUNTO APPERTAINING OR BELONGING.

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## MODIFICATION OF MORTGAGE

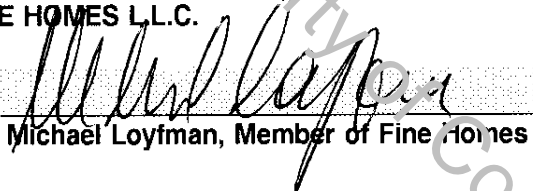
(Continued)

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 2, 2004.**

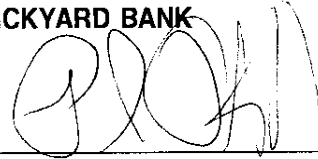
**GRANTOR:**

**FINE HOMES L.L.C.**

By:   
Michael Loyman, Member of Fine Homes L.L.C.

**LENDER:**

**BRICKYARD BANK**

X   
Authorized Signer

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## MODIFICATION OF MORTGAGE

(Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS )

COUNTY OF COOK ) SS )

On this 21ST day of MAY, 2004 before me, the undersigned Notary Public, personally appeared **Michael Loyfman, Member of Fine Homes L.L.C.**, 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 Kathy Parrish Residing at 6676 N Lincoln Ave

Notary Public in and for the State of Illinois Lincolnwood IL 60462

My commission expires 6/22/06



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## MODIFICATION OF MORTGAGE

(Continued)

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 21<sup>ST</sup> day of MAY, 2008 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 Kathy Parrish Residing at 1676 W Lincoln  
Lincolnwood IL 60112  
 Notary Public in and for the State of ILLINOIS

My commission expires 6/22/08



County Clerk's Office