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Doc#: 1034041035 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/06/2010 10:37 AM Pg: 1 of 4

**RECORDATION REQUESTED BY:** 

1st Equity Bank Northwest 1330 West Dundee Road Buffalo Grove, IL 60089

WHEN RECORDED MAIL TO:

1st Equity Bank Northwest 1330 West Dundee Road Buffalo Grove, IL 60089

SEND TAX NOTICES TO:

THE FAINA LOYFMAN REVOCABLE TRUST AGREEMENT DATED AUGUST 30, 1999

**60 HARBOR STREET** 

GLENCOE, IL 60022

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: 1st Equity Bank Northwest 1330 West Dundee Road **Buffalo Grove, IL 60089** 

#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 2, 2010, is made and executed between FAINA LOYFMAN, not personally but as Trustee on behalf of THE FAINA LOYFMAN REVOCABLE TRUST AGREEMENT DATED AUGUST 30, 1999 (referred to below as "Grantor") and 1st Equity Bank Northwest, whose address is 1330 West Dundee Road, Buffalo Grove, IL 60089 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Jenuary 31, 2007 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED FEBRUARY 22, 2007 AS DOCCUMENT NUMBER 070533111 EUGENE "GENE" MOORE COOK COUNTY RECORDER OF DEEDS.

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

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 TAYLORSPORT, 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 75.07 FEET, THENCE NORTH 89 DEGREES 58 MINUTES 27 SECONDS WEST, 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

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#### MODIFICATION OF MORTGAGE (Continued)

Loan No: 1801805

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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 TAYLORSPORT, 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.

The Real Property or its arbiress is commonly known as 70 HARBOR STREET, GLENCOE, IL 60022. The Real Property tax identification number is 05-08-314-030-0000; 05-08-400-001-0000; 05-08-400-002-0000.

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

THIS MODIFICATION OF MOFTGAGE MODIFIES THE ORIGINAL BY EXTENDING THE MATURITY TO 09-02-2011 AS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED 9-2-2010.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are regally 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 etain 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, 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 SEPTEMBER 2, 2010.

**GRANTOR:** 

THE FAINA LOYEMAN REVOCABLE TRUST AGREEMENT DATED AUGUST

30, 1999

FAMA LOYFMAN, Trustee of THE FAINA LOYFMAN REVOCABLE TRUST AGREEMENT DATED AUGUST 30, 1999

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**MODIFICATION OF MORTGAGE** Loan No: 1801805 (Continued) Page 3 LENDER: **1ST EQUITY BANK NORTHWEST** Authorized Signer TRUST ACKNOWLEDGMENT STATE OF ) ) SS COCIL COUNTY OF day of before me, the undersigned Notary Public, personally appeared FAINA LOYFMAN, Trusce of THE FAINA LOYFMAN REVOCABLE TRUST AGREEMENT DATED AUGUST 30, 1999 , and known to ite to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledges the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust. By Residing at Notary Public in and for the State of OFFICIAL SEAL My commission expires <u>Marek</u> m dolinski **NOTARY PUBLIC - STATE OF ILLINOIS** 

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## **UNOFFICIAL COPY**

#### MODIFICATION OF MORTGAGE (Continued)

| Loan No: 1801805   | (Continued)  |  |
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|  | LENDER ACKNOWLEDGMENT  |  |
| STATE OF   | )  |  |
|  | ) \$\$   |  |
| COUNTY OF  |  |  |
| and acknowledged said instrument<br>duly authorized by 1st Equity 3a<br>purposes therein mentioned, and of | and known to me to be to st Equity Bank Northwest that executed the withing to be the free and voluntary act and deed of the Northwest through its board of directors or opposite stated that he or she is authorized to execute the handle of 1st Equity Bank Northwest.  Residing at   | in and foregoing instrument<br>Ist Equity Bank Northwest,<br>therwise, for the uses and<br>ute this said instrument and  |
| <u></u>  |  |  |
| LASER PRO Lending, Ver. 5.51.  | 00.002 Copr. Harland Financial Solutions, Inc. erved IL P:\CFI\LPL\G201.FC TR-314 FR-31  | 1997, 2010. All Rights   |
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