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Doc#: 1133310084 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/29/2011 12:46 PM Pg: 1 of 4

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

This Modification of Mortgage prepared by:
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60712-3631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 7, 2011, is made and executed between SHIRA 827, LLC, whose address is 4040 SUFFIELD COURT, SKOKIE, IL 60076 (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 February 7, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED FEBRUARY 7, 2009 RECORDED JUNE 4, 2009 AS DOCUMENT NUMBER 0915534054 FROM SHIRA 827, LLC TO BRICKYARD BANK IN THE AMOUNT \$680,000.00 .

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

LOT 31 (EXCEPT THE WEST TWENTY (20) FEET THEREOF) LOT 32, LOT 33 IN BLOCK TWO (2) IN BRUMMEL AND CASE HOWARD TERMINAL ADDITION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 801-803 CASE ST., EVANSTON, IL 60202. The Real Property tax identification number is 11-30-113-027-0000.

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

EXTEND MATURITY DATE TO JUNE 7, 2013. THIS MODIFICATION IS EVIDENCED BY A PROMISSORY NOTE DATED JUNE 7, 2011 IN THE AMOUNT OF \$639,771.34.

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

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MODIFICATION OF MORTGAGE (Continued)

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 JUNE 7, 2011.

GRANTOR:

SHIRA 827, LLC

By: 

PNINA ISSAC-ZIPPERSHTEIN, Manager of SHIRA 827, LLC

LENDER:

BRICKYARD BANK

X 

Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 28th day of October, 2011 before me, the undersigned Notary Public, personally appeared **PNINA ISSAC-ZIPPERSHTEIN, Manager of SHIRA 827, LLC**, 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 Sonia Capaldo Residing at 6676 N. Lincoln Ave
Linwood IL 60112
 Notary Public in and for the State of Illinois
 My commission expires 12-4-2011



Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 28th day of October, 2011 before me, the undersigned Notary Public, personally appeared Paul Portner and known to me to be the SVP, authorized agent for **BRICKYARD BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BRICKYARD BANK**, duly authorized by **BRICKYARD BANK** 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 **BRICKYARD BANK**.

By Sonia Capaldo Residing at 16016 N. Lincoln Ave
Woodstock, IL 60112

Notary Public in and for the State of Illinois

My commission expires 12-4-2011



Cook County Clerk's Office