

UNOFFICIAL COPY

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



Doc#: 1203933146 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/08/2012 02:22 PM Pg: 1 of 5

This Modification of Mortgage prepared by: *same as above*

FIRST AMERICAN TITLE

ORDER # *2058675*

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 9, 2011, is made and executed between RIVERVIEW INVESTMENTS, LLC, whose address is 8170 MCCORMICK BLVD, 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 March 9, 2010 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED MARCH 9, 2010 AND RECORDED JULY 20, 2010 AS DOCUMENT #1020111089 FROM RIVERVIEW INVESTMENTS, LLC TO BRICKYARD BANK IN THE AMOUNT OF \$250,000.00.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK 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 400 E. MARGARET ST, THORNTON, IL 60476. The Real Property tax identification number is 29-34-107-005-0000; 29-34-107-023-0000; 29-34-107-032-0000; 29-34-107-033-0000.

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

EXTEND MATURITY DATE TO NOVEMBER 9, 2014; CHANGE INTEREST RATE TO WALL STREET JOURNAL PRIME (CURRENTLY 3.25%) PLUS 2.00% WITH A FLOOR OF 7.00%. THIS MODIFICATION IS EVIDENCED BY A PROMISSORY NOTE DATED NOVEMBER 9, 2011 IN THE AMOUNT OF \$243,755.97.

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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12/11/11

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MODIFICATION OF MORTGAGE (Continued)

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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 NOVEMBER 9, 2011.

GRANTOR:

RIVERVIEW INVESTMENTS, LLC

By: 

ISAAC J. WEISS A/K/A JAKE WEISS, Manager of RIVERVIEW INVESTMENTS, LLC

LENDER:

BRICKYARD BANK

X 

Authorized Signer

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(Continued)**

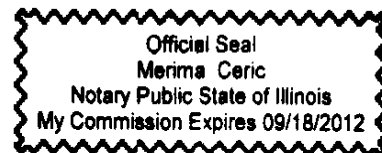
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LENDER ACKNOWLEDGMENTSTATE OF ILLINOIS

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COUNTY OF COOK

On this 14 day of DECEMBER, 2011 before me, the undersigned Notary Public, personally appeared PAUL PONTICELLI 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 Merima Ceric Residing at LINCOLNWOOD, ILNotary Public in and for the State of ILLINOISMy commission expires 09/18/2012

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(Continued)**

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENTSTATE OF ILLINOIS

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COUNTY OF COOK

On this 14 day of DECEMBER, 2011 before me, the undersigned Notary Public, personally appeared **ISAAC J. WEISS A/K/A JAKE WEISS, Manager of RIVERVIEW INVESTMENTS, 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 Merima Ceric Residing at LINCOLNWOOD, IL

Notary Public in and for the State of ILLINOIS

My commission expires 09/18/2012

County Clerk's Office

5. The land referred to in this Commitment is described as follows:

PARCEL 1:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 33 FEET SOUTH OF THE NORTH LINE OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SAID SECTION 26 AND 33 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SAID SECTION 26, THENCE WESTERLY ON A LINE 33 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SAID SECTION 26, A DISTANCE OF 296.33 FEET TO A POINT, THENCE SOUTHERLY ON A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SAID SECTION 26, A DISTANCE OF 735 FEET TO A POINT, THENCE EASTERLY ON A LINE PARALLEL TO THE NORTH LINE OF THE WEST HALF OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SAID SECTION 26, A DISTANCE OF 296.33 FEET TO A POINT 33 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SAID SECTION 26, THENCE NORTHERLY ON A LINE 33 FEET WESTERLY OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SAID SECTION 26, A DISTANCE OF 735 FEET TO THE PLACE OF BEGINNING; (EXCEPTING THEREFROM THAT PART OF THE LAND TAKEN FOR HOWARD STREET) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 75 FEET OF THE EAST 404.33 FEET OF THE SOUTH 735 FEET OF THE NORTH 760 FEET (MEASURED ON THE EAST AND NORTH LINES) OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 (EXCEPTING THEREFROM THAT PART OF THE LAND TAKEN FOR HOWARD STREET); IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 322.03 FEET WEST OF THE EAST LINE AND 1.58 FEET SOUTH OF THE NORTH LINE (MEASURED PARALLEL WITH SAID EAST AND NORTH LINES) AND RUNNING THENCE SOUTH PARALLEL WITH SAID EAST LINE A DISTANCE OF 79.34 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE A DISTANCE OF 1.50 FEET TO A POINT; THENCE SOUTHERLY ON A CURVED LINE WHICH IS TANGENT TO A LINE WHICH IS PARALLEL WITH SAID EAST LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 372.04 FEET A DISTANCE OF 122.27 FEET TO A POINT IN A LINE WHICH IS 968 FEET SOUTH OF (MEASURED ON SAID EAST LINE) AND PARALLEL WITH SAID NORTH LINE, SAID POINT BEING 306.67 FEET OF SAID EAST LINE; THENCE WEST PARALLEL WITH SAID NORTH LINE A DISTANCE OF 0.81 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVED LINE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1014.41 FEET A DISTANCE OF 121.57 FEET TO A POINT, SAID CURVED LINE IS SUBTENDED BY A CHORD 121.60 FEET IN LENGTH WHICH FORMS A NORTHEAST ANGLE OF 111 DEGREES 48 MINUTES WITH SAID LAST DESCRIBED PARALLEL LINE; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 151.27 FEET A DISTANCE OF 93.18 FEET TO A POINT, SAID CURVED LINE IS SUBTENDED BY A CHORD 92.92 FEET IN LENGTH WHICH DEFLECTS 1 DEGREE 25 MINUTES 20