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Doc#: 1231226422 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/07/2012 02:35 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:

FIRST AMERICAN TITLE
ORDER # 1926284

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 30, 2012, is made and executed between LUBAVITCH CHABAD OF EVANSTON, INC, whose address is 2014 ORRINGTON, EVANSTON, IL 60601 (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 13, 2009 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED 04-13-09 AND RECORDED 05-12-09 AS DOCUMENT #091324007 FROM LUBAVITCH CHABAD OF EVANSTON, INC. TO BRICKYARD BANK IN THE AMOUNT OF \$192,000.00.

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

THE SOUTH 1/2 OF LOT 5 IN BLOCK 4 IN EVANSTON, IN THE NORTHWEST 1/4 OF SECTION 18, 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 2014 ORRINGTON, EVANSTON, IL 60601. The Real Property tax identification number is 11-18-105-030-0000.

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

EXTEND MATURITY DATE TO MARCH 30, 2015; THIS MODIFICATION IS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED MARCH 30, 2012 IN THE AMOUNT OF \$173,987.48.

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

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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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 MARCH 30, 2012.

GRANTOR:

LUBAVITCH CHABAD OF EVANSTON, INC

By: 

**BARRY KLEIN A/K/A DOV HILLEL KLEIN, President of
LUBAVITCH CHABAD OF EVANSTON, INC**

LENDER:

BRICKYARD BANK

X 
Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



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On this 31st day of July, 2012 before me, the undersigned Notary Public, personally appeared **BARRY KLEIN A/K/A DOV HILLEL KLEIN, President of LUBAVITCH CHABAD OF EVANSTON, INC**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By [Signature]

Residing at Evanston, IL

Notary Public in and for the State of Illinois

My commission expires 5/4/15

PROPOSED COOK COUNTY CLERK'S OFFICE

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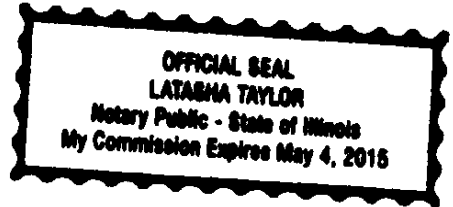
MODIFICATION OF MORTGAGE (Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this 31st day of July, 2012 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 [Signature]

Residing at Evansville IL

Notary Public in and for the State of Illinois

My commission expires 5/4/15

County Clerk's Office