

UNOFFICIAL COPY



1313622078

RECORDATION REQUESTED BY:

Libertyville Bank and Trust
507 N. Milwaukee Ave
Libertyville, IL 60048

Doc#: 1313622078 Fee: \$44.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/16/2013 11:11 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Libertyville Bank and Trust
507 N. Milwaukee Ave
Libertyville, IL 60048

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Linda O'Rourke, Loan Processor
Libertyville Bank and Trust
507 N. Milwaukee Ave
Libertyville, IL 60048

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 23, 2013, is made and executed between Samuel M. Einhorn, whose address is 1420 Juli-Lyn Lane, Northbrook, IL 60062 (referred to below as "Grantor") and Libertyville Bank and Trust, whose address is 507 N. Milwaukee Ave, Libertyville, IL 60048 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 28, 2008 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 11, 2008 as Document No. 0810255042 in Cook County Recorder of Deeds.

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

See the exhibit or other description document 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 1740 Oak Avenue, Unit #407, Evanston, IL 60201. The Real Property tax identification number is 11-18-122-035-1084.

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

Extend Maturity Date to May 28, 2013.

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, makers and endorser 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

S 5
P 4
S M
M M
SC 5
E 7
INT 8/16

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MODIFICATION OF MORTGAGE (Continued)

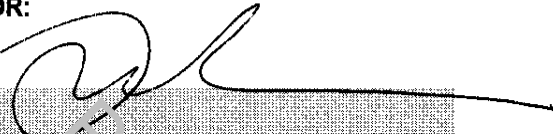
Loan No: 880051326-1740

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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 28, 2013.

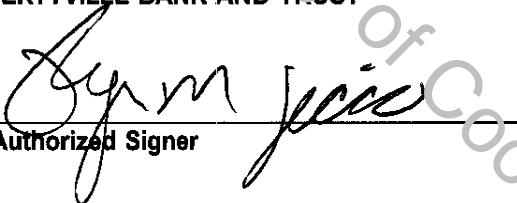
GRANTOR:

X 

Samuel M. Einhorn

LENDER:

LIBERTYVILLE BANK AND TRUST

X 

Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Lake



On this day before me, the undersigned Notary Public, personally appeared **Samuel M. Einhorn**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of April, 2013.

By  Residing at 1110 W. Maple Ave

Notary Public in and for the State of IL

My commission expires 2/11/14

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 880051326-1740

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LENDER ACKNOWLEDGMENT

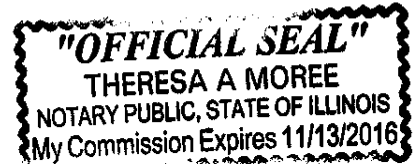
STATE OF Illinois)
) SS
 COUNTY OF Lake)

On this 29th day of April, 2013 before me, the undersigned Notary Public, personally appeared Ryan Zicca and known to me to be the Assistant Vice President, authorized agent for **Libertyville Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Libertyville Bank and Trust**, duly authorized by **Libertyville Bank and Trust** 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 **Libertyville Bank and Trust**.

By Theresa A Moree Residing at Mundelein, IL

Notary Public in and for the State of Illinois

My commission expires 11-13-2016



Cook County Clerk's Office

EXHIBIT A

UNOFFICIAL COPY**LEGAL DESCRIPTION:****PARCEL 1:**

UNIT NUMBER 1740-407 IN THE SIENNA COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF PARTS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1 AND 2 (EXCEPT THE WESTERLY 11 FEET THEREOF); LOT 3 (EXCEPT THE WESTERLY 11 FEET OF THE NORTHERLY 12 FEET THEREOF); LOTS 4 AND 5 AND THE NORTH 2 FEET OF LOT 6; ALL OF LOTS 16, 17, 18, 19 AND 20 AND LOT 21 (EXCEPT THAT PART OF LOT 21 WHICH LIES NORTH AND EAST OF A STRAIGHT LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 21 TO A POINT ON THE NORTH LINE OF AND 50 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 21); THE VACATED NORTH-SOUTH PUBLIC ALLEY, LYING BETWEEN SAID LOTS 1 TO 6, INCLUSIVE AND LOTS 16 TO 21, INCLUSIVE; THAT PART OF THE VACATED SOUTH 8 FEET OF CLARK STREET, WHICH LIES EAST OF THE WEST LINE OF SAID LOTS 1 TO 6, INCLUSIVE EXTENDED IN A NORTHEASTERLY DIRECTION AND WEST OF THE SAID LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 21 TO A POINT ON THE NORTH LINE OF AND 50 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 21 EXTENDED IN A NORTHWESTERLY DIRECTION; ALSO LOTS 'A', 'B', 'C' AND LOT 'D' (EXCEPT THE WEST 25 FEET THEREOF) IN GROVER AND CURREY'S SUBDIVISION OF LOT 6 (EXCEPT THE NORTH 2 FEET THEREOF) AND LOTS 7 AND 8; ALL OF THE AFORESAID PROPERTY BEING LOCATED IN BLOCK 2 IN PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE ROAD AND WEST OF MILWAUKEE DIVISION OF THE CHICAGO AND NORTHWESTERN RAILWAY; ALSO LOT 1 AND THE WEST 25 FEET OF LOT "D" IN GROVER & CURREY'S SUBDIVISION OF LOT 6 (EXCEPT THE NORTH 2 FEET THEREOF) AND LOTS 7 AND 8 IN BLOCK 2 IN PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE ROAD AND WEST OF MILWAUKEE DIVISION OF THE CHICAGO AND NORTHWESTERN RAILWAY, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "G" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0614544065, AS AMENDED; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE AGREEMENT OF RECIPROCAL COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE SIENNA CONDOMINIUMS AND THE 1718 OAK AVENUE GARAGE RECORDED DECEMBER 29, 2005 AS DOCUMENT NO. 0536327057.

PARCEL 3:

THE RIGHT TO THE USE OF PARKING SPACE P-117 AND STORAGE SPACE S-B4, LIMITED COMMON ELEMENTS, AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM AFORESAID.