

FIRST AMERICAN TITLE
ORDER # 2202965

UNOFFICIAL COPY

RECORDATION REQUESTED BY:
BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL
60712-3631



Doc#: 1313712189 Fee: \$44.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/17/2013 02:13 PM Pg: 1 of 4

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:

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 28, 2013, is made and executed between CHEDER LUBAVITCH HEBREW DAY SCHOOL, INC., whose address is 5201 HOWARD ST., SKOKIE, IL 60077 (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 August 31, 2011 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED AUGUST 31, 2011 AS DOCUMENT NUMBER 1125726021 AND RECORDED SEPTEMBER 14, 2011 IN THE AMOUNT OF \$364,950.00.

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

THAT PART OF LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224 DEGREES 48 MINUTES 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6385 N. MCCORMICK RD., CHICAGO, IL 60659. The Real Property tax identification number is 13-02-220-053-0000.

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

CHANGE INTEREST RATE TO 5.00% FIXED AND CHANGE MATURITY DATE TO FEBRUARY 28, 2016. THIS MODIFICATION IS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED FEBRUARY 28, 2013 IN THE AMOUNT OF \$334,418.02.

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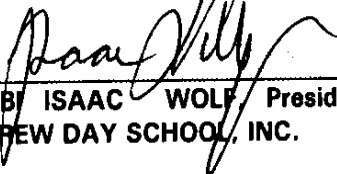
MODIFICATION OF MORTGAGE (Continued)

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 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 FEBRUARY 28, 2013.

GRANTOR:

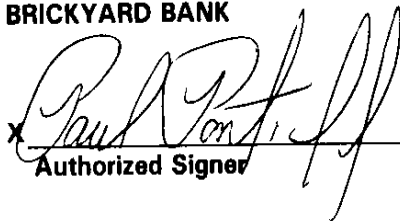
CHEDER LUBAVITCH HEBREW DAY SCHOOL, INC.

By: 

RABBI ISAAC WOLF President of **CHEDER LUBAVITCH**
HEBREW DAY SCHOOL, INC.

LENDER:

BRICKYARD BANK



 Authorized Signer

Property of Cook County Clerk's Office

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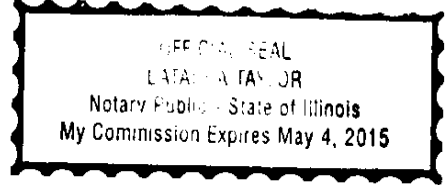
MODIFICATION OF MORTGAGE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

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) SS
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COUNTY OF Cook



On this 18th day of March, 2013 before me, the undersigned Notary Public, personally appeared **RABBI ISAAC WOLF, President of CHEDER LUBAVITCH HEBREW DAY SCHOOL, 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 Swanston St

Notary Public in and for the State of Illinois

My commission expires 5/4/15

PROPERTY OF 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 18th day of March, 2013 before me, the undersigned Notary Public, personally appeared Paul Marcello 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 Evanston IL

Notary Public in and for the State of Illinois

My commission expires 5/4/15

CLERK'S OFFICE OF COOK COUNTY