

# UNOFFICIAL COPY

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



Doc#: 1507604004 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/17/2015 08:31 AM Pg: 1 of 6

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BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL  
60712-3631

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BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL  
60712-3631

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

FIRST AMERICAN TITLE  
STATION # 2058675A

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated November 9, 2014, 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 Vol. 219 (Affects part of the land); 29-34-107-033-0000 Vol. 219 (Affects the remainder of the land and other property).

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

**EXTEND MATURITY DATE TO NOVEMBER 9, 2017; CHANGE INTEREST RATE TO WALL STREET JOURNAL PRIME (CURRENTLY 3.25%) PLUS 2.00% WITH A FLOOR OF 5.75%. THIS MODIFICATION IS EVIDENCED BY A PROMISSORY NOTE DATED NOVEMBER 9, 2014 IN THE AMOUNT OF \$230,564.74.**

**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

Handwritten initials and signatures in the bottom right corner.

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(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, 2014.**

GRANTOR:

RIVERVIEW INVESTMENTS, LLC

By: 

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

LENDER:

BRICKYARD BANK

X 

Authorized Signer

Property of Cook County Clerk's Office

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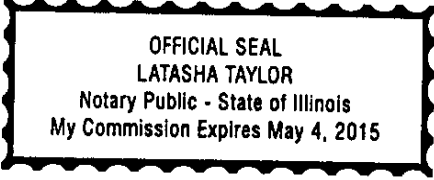
## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)  
) SS  
)



On this 6<sup>th</sup> day of February, 2015 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 Jessie Taylor Residing at Evanston IL 60201

Notary Public in and for the State of Illinois

My commission expires 5/4/15

Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois

)  
) SS  
)



COUNTY OF Cook

On this 6<sup>th</sup> day of February, 2015 before me, the undersigned Notary Public, personally appeared Paul Pontice 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 Evanson IL 60201

Notary Public in and for the State of Illinois

My commission expires 5/4/15

*Cook County Clerk's Office*

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**PARCEL 1:**

THAT PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 66 FEET EAST OF THE SOUTHEAST CORNER OF BLOCK 13 IN THORNTON (ACCORDING TO THE PLAT OF SAID THORNTON RECORDED MARCH 24, 1836 IN BOOK "H" OF MAPS 74) AND RUNNING THENCE NORTH 180 FEET; THENCE EAST ALONG THE NORTH LINE OF LOT 4 IN SAID BLOCK 13 PRODUCED EAST TO THORN CREEK; THENCE SOUTHERLY ALONG THORN CREEK TO A POINT DUE EAST OF THE PLACE OF BEGINNING; AND THENCE WEST ALONG THE NORTH LINE OF MARGARET STREET PRODUCED EAST TO THE POINT OF BEGINNING, (EXCEPT THE EAST 30 FEET OF THE WEST 215 FEET OF THE NORTH 40 FEET OF SAID PREMISES), IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

BEGINNING AT A POINT 120 FEET SOUTH OF THE SOUTHEAST CORNER OF HARRIET AND BLACKSTONE STREETS; THENCE SOUTH ALONG THE EAST LINE OF BLACKSTONE STREET 60 FEET; THENCE EAST 150 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE THEREOF 60 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH LINE THEREOF 150 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF THORNTON, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THOSE PARTS OF MARGARET STREET AND THORNTON-LANSING ROAD AS NOW LAID OUT IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING UNDERNEATH THE TWO 'ONE STORY BRICK BUILDINGS' AND UNDERNEATH THE RETAINING WALL, AS VACATED BY ORDINANCE OF THE VILLAGE OF THORNTON AND AS SHOWN ON PLAT OF VACATION ATTACHED THERETO, RECORDED MAY 31, 1979 AS DOCUMENT NO. 24982782 ALL IN COOK COUNTY, ILLINOIS.

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## ALTA LOAN AND EXTENDED COVERAGE POLICY STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$230,564.74	11-09-2014	11-09-2017	3464			PP	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*" has been omitted due to text length limitations.

**Grantor:** RIVERVIEW INVESTMENTS, LLC (TIN: 20-1417386)  
8170 MCCORMICK BLVD  
SKOKIE, IL 60076

**Lender:** BRICKYARD BANK  
6676 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60712-3631  
(847) 679-2265

**POLICY COMMITMENT NUMBER:** \_\_\_\_\_ **LOAN NUMBER:** 3464

With respect to the land described in the above commitment number, the signatories herein make the following statements for the purpose of inducing the following named title insurance company to issue the subject title policies:

Name of Title Insurance Company: \_\_\_\_\_

**Statement Of Seller(s)**

The seller(s) certify that for the past two years no building permit has issued nor have any improvements to the subject land been made which could result in an increase in the assessed tax valuation of the subject land.

**Statement of Seller(s) and Mortgagor(s)**

The seller(s) and mortgagor(s) certify that, to the best of their knowledge and belief, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereof as fixtures, have been given or are outstanding that have not been fully performed and satisfied; and that no unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal or other unusual provisions, except as follows (if none, state "none"; use reverse side if necessary):

**Statement Of Mortgagor(s)**

The mortgagor(s) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

**Date:** \_\_\_\_\_

**Individual Seller(s)**

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

**Individual Mortgagor(s)**

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

**Corporate Seller(s)**

**Corporate Mortgagor(s)**

IN WITNESS WHEREOF \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ President and attested by its \_\_\_\_\_ Secretary under its corporate seal on the above date.

IN WITNESS WHEREOF \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ President and attested by its \_\_\_\_\_ Secretary under its corporate seal on the above date.

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_  
Secretary

**Lender's Disbursement Statement**

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment number were fully disbursed to or on the order of the mortgagor on \_\_\_\_\_; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_