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PREPARED BY

RECORDATION REQUESTED BY:

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

Doc#: 2327008007 Fee: \$107.00

Karen A. Yarbrough

Cook County Clerk

Date: 09/27/2023 09:43 AM Pg: 1 of 8

WHEN RECORDED MAIL TO:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 31, 2023, is made and executed between JONATHAN Y. YAHAV and DONNA YAHAV, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, whose address is 8630 KEELER AVE, 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 December 28, 2020 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED DECEMBER 28, 2020 AND RECORDED MARCH 5, 2021 AS DOCUMENT NUMBER 2106420327.

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

LOT 10 AND NORTH 1/2 OF LOT 9 AND LOT 11 (EXCEPT THE NORTH 61.77 FEET) IN EVANSTON GOLF CLUB SUBDIVISION OF THE EAST 250 FEET OF THE NORTH 1952.9 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 200.9 FEET OF THE NORTH 852.9 FEET THEREOF) ALSO OF THE NORTH 230 FEET OF THE EAST 1280 FEET OF SAID WEST 1/2 OF NORTHEAST 1/4 (EXCEPT THE EAST 280 FEET THEREOF) ALL IN SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8630 N. KEELER, SKOKIE, IL 60076. The Real Property tax identification number is 10-22-200-034-0000.

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

EXTEND MATURITY DATE TO AUGUST 31, 2024. THIS MODIFICATION IS EVIDENCED BY A PROMISSORY NOTE DATED AUGUST 31, 2023 IN THE AMOUNT OF \$2,200,000.00 FROM JONATHAN Y. YAHAV A/K/A YIGAL YAHAV TO BRICKYARD BANK.

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

Page 2

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 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.

WAIVER OF RIGHT OF REDEMPTION.. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 31, 2023.

GRANTOR:

X



 JONATHAN Y. YAHAV A/K/A YIGAL YAHAV

X



 DONNA YAHAV

LENDER:

BRICKYARD BANK

X



 Authorized Signer

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS)

On this day before me, the undersigned Notary Public, personally appeared **JONATHAN Y. YAHAV A/K/A YIGAL YAHAV and DOMNA YAHAV**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of September, 2023.

By [Signature] Residing at _____

Notary Public in and for the State of Illinois

My commission expires 8/22/2027



LENDER ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF Cook) SS)

On this 20th day of September, 2023 before me, the undersigned Notary Public, personally appeared Christina Dankha and known to me to be the Manager 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 8928 Odell Northbrook

Notary Public in and for the State of IL

My commission expires 4/26/2027



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MODIFICATION OF MORTGAGE (Continued)

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Property of Cook County Clerk's Office

UNOFFICIAL COPY**RECORDATION REQUESTED BY:**

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

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LINCOLNWOOD, IL
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SEND TAX NOTICES TO:

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6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL
60712-3631

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 31, 2023 is made and executed between DONNA YAHAV, and YIGAL Y. YAHAV, AS JOINT TENANTS whose address is 8030 N. KEELER, 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 December 28, 2020 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

MORTGAGE DATED DECEMBER 28, 2020 AND RECORDED MARCH 5, 2021 AS DOCUMENT NUMBER 2106420329 .

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

LOT 58 (EXCEPT THE EAST 31 FEET THEREOF), ALL OF LOT 59 AND LOT 60 (EXCEPT THE WEST 3 FEET THEREOF) IN DEER PARK, BEING A RESUBDIVISION OF LOT 2, AND PART OF LOTS 1 AND 3 IN CIRCUIT COURT PARTITION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2920 W MORSE AVE, CHICAGO, IL 60645. The Real Property tax identification number is 10-36-113-028-0000.

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

EXTEND MATURITY DATE TO AUGUST 31, 2024. THIS MODIFICATION IS EVIDENCED BY A PROMISSORY NOTE DATED AUGUST 31, 2023 FROM JONATHON Y. YAHAV A/K/A YIGAL YAHAV TO BRICKYARD BANK IN THE AMOUNT OF \$2,200,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

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MODIFICATION OF MORTGAGE (Continued)

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.

WAIVER OF RIGHT OF REDEMPTION.. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 31, 2023.


GRANTOR:

X 
JONATHAN Y. YAHAV A/K/A YIGAL YAHAV

X 
DONNA YAHAV

LENDER:

BRICKYARD BANK

X 
Authorized Signer

PROPERTY OF COOK COUNTY Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared JONATHAN Y. YAHAV A/K/A YIGAL YAHAV and DONNA YAHAV, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of September, 2023.

By Christina Danka Residing at 6076 N Lincoln Ave
Woodstock IL 60112

Notary Public in and for the State of Illinois

My commission expires 8/22/2027



LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

)
) SS
)

On this 20th day of September, 2023 before me, the undersigned Notary Public, personally appeared Christina Danka and known to me to be the Notary Public Mayor, 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 89280000 Madwell
60053

Notary Public in and for the State of IL

My commission expires 4/26/27



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MODIFICATION OF MORTGAGE (Continued)

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