

UNOFFICIAL COPY

93104713

RECORDATION REQUESTED BY:

BRICKYARD BANK
8676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3831

COOK COUNTY ILLINOIS
RECORDS DEPARTMENT

WHEN RECORDED MAIL TO:

BRICKYARD BANK
8676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3831

93 SEP -9 PM 12:42

93104713

SEND TAX NOTICES TO:

ARON Y. WEINBERG and ROBIN S. WEINBERG
3022 W. ROSEMONT
CHICAGO, IL 60659

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

[Handwritten initials]

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 28, 1993, BETWEEN ARON Y. WEINBERG and ROBIN S. WEINBERG, HUSBAND AND WIFE AS JOINT TENANTS, (referred to below as "Grantor"), whose address is 3022 W. ROSEMONT, CHICAGO, IL 60659; and BRICKYARD BANK (referred to below as "Lender"), whose address is 8676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60645-3831.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 29, 1990 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED SEPTEMBER 7, 1990 AS DOCUMENT 90436117 TO SECURE A NOTE FOR \$90,400.00

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

THE EAST 18 FEET OF THE WEST 48 FEET 4 INCHES OF LOTS 236 AND 237 TOGETHER WITH THE NORTH 9 FEET 8 INCHES OF THE SOUTH 52 FEET 7 INCHES OF THAT PART LYING EAST OF THE WEST 102 FEET 4 INCHES OF LOTS 236 AND 237 TAKEN AS A TRACT IN KRENN AND DATO'S DEVON-KEDZIE ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3022 W. ROSEMONT, CHICAGO, IL 60659. The Real Property tax identification number is 13-01-103-001 & 13-01-103-036.

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

THE GRANTOR HAS RECEIVED AN ADDITIONAL LOAN FOR \$95,000.00. THE CURRENT PRINCIPAL BALANCE OF LOAN #57845850 OF \$89,678.95 AND THE NEW ADVANCE HAVE BEEN COMBINED AND THE NEW COMBINED LOAN IS EVIDENCED BY A CHANGE IN TERMS AGREEMENT DATED JANUARY 28, 1993 WITH A MATURITY DATE OF FEBRUARY 1, 1998. SAID AGREEMENT IS SECURED BY THE PROPERTY PURSUANT TO THE TERMS OF THE MORTGAGE.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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 of 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X *[Signature]*
ARON Y. WEINBERG

X *[Signature]*
ROBIN S. WEINBERG

LENDER:

BRICKYARD BANK

By: *[Signature]*
Authorized Officer

BOX 333

72-65-588. J.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

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COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared ARON Y. WEINBERG and ROBIN S. WEINBERG, 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 26th day of January, 1993.

By Nancy Ann Neller Residing at 6676 N. Lincoln Ave., Lincolnwood, IL

Notary Public in and for the State of Illinois My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

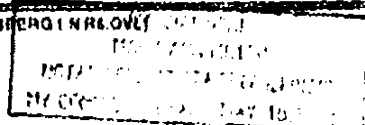
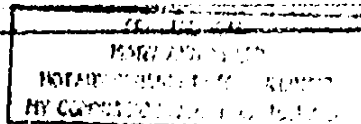
) 88

COUNTY OF Cook)

On this 26th day of January, 1993, before me, the undersigned Notary Public, personally appeared Connie Griffin and known to me to be the Loan Officer, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Nancy Ann Neller Residing at 6676 N. Lincoln Ave., Lincolnwood, IL

Notary Public in and for the State of Illinois My commission expires _____



Cook County Clerk's Office

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