

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3631

94823105

94823105

WHEN RECORDED MAIL TO:

BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3631

SEND TAX NOTICES TO:

JAYENDRA SHETH
6416 N. SEELEY
CHICAGO, IL 60645

DEPT-01 RECORDING 923.50
700012 TRAN 1929 09/21/94 09:28:00
4761 BK #94-823105
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 2, 1994, BETWEEN JAYENDRA SHETH, FEE SIMPLE MARRIED TO KIRTI SHETH, (referred to below as "Grantor"), whose address is 6416 N. SEELEY, CHICAGO, IL 60645; and BRICKYARD BANK (referred to below as "Lender"), whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60645-3631.

MORTGAGE. Grantor and Lender have entered into a mortgage dated September 2, 1993 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

RECORDED SEPTEMBER 10, 1993 AS DOCUMENT #03725494 MADE BY JAYENDRA SHETH, MARRIED TO KIRTI SHETH, TO BRICKYARD BANK, TO SECURE A NOTE FOR \$100,000.00

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

LOT 7 IN BLOCK 2 IN DEVON WESTERN ADDITION TO ROGERS PARK, A SUBDIVISION OF LOTS 1 TO 24 INCLUSIVE INFABERS SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6416 N. SEELEY, CHICAGO, IL 60645. The Real Property tax identification number is 11-31-318-025.

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

EXTENDED MATURITY DATE TO 9-2-95, CHANGED INTEREST RATE TO 1% OVER FLOATING PRIME AND CHANGE LOAN FROM OPEN END LOC TO CLOSED END. SAID MODIFICATIONS ARE EVIDENCED BY A CHANGE IN TERMS AGREEMENT (AGREEMENT) DATED 9-2-94, AND TO BE FULLY REPAYED ON OR BEFORE 9-2-95. 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 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.

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

GRANTOR:

x Jayendra Sheth
JAYENDRA SHETH

x Kirti Sheth 2350/cm
Kirti Sheth

LENDER:

BRICKYARD BANK

By: [Signature]
Authorized Officer

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12/18/2000

12/18/2000 10:00 AM
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Property of Cook County Clerk's Office

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) ss
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared JAYENDRA SHETH, ^{and Kirti Sheth,} 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 13th day of September, 19 94.

By Mary Ann Miller 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)
) ss
 COUNTY OF Cook)



On this 13th day of September, 19 94, before me, the undersigned Notary Public, personally appeared Connie Griffin and known to me to be the Brickyard Bank 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 Mary Ann Miller Residing at 6676 N. Lincoln Ave., Lincolnwood, IL
 Notary Public in and for the State of Illinois My commission expires _____



Clerk's Office

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