

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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

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1999-09-23 10:35:25  
Cook County Recorder 25.00

**WHEN RECORDED MAIL TO:**

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



99899912

**SEND TAX NOTICES TO:**

MICHAEL LOYFMAN and FAINA  
LOYFMAN  
6734 N. LONGMEADOW  
LINCOLNWOOD, IL 60646

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: BRICKYARD BANK  
6676 N. LINCOLN AVE.  
LINCOLNWOOD, IL 60645-3631

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 24, 1999, BETWEEN MICHAEL LOYFMAN and FAINA LOYFMAN, HUSBAND AND WIFE AS JOINT TENANTS, (referred to below as "Grantor"), whose address is 6734 N. LONGMEADOW, LINCOLNWOOD, IL 60646; 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 May 22, 1998 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

**RECORDED 06-03-1998 AS DOCUMENT NUMBER 98461745 FROM MICHAEL AND FAINA LOYFMAN TO BRICKYARD BANK TO SECURE A NOTE FOR \$2,200,000.00**

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

**LOT 8 IN GRAIGIE LEA, BEING A RESUBDIVISION OF BLOCK 6 IN GLENCOE, IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE EASTERLY 54 FEET OF VACATED LONGWOOD AVENUE LYING WESTERLY OF AND ADJOINING SAID BLOCK 6 IN THE VILLAGE OF GLENCOE IN COOK COUNTY, ILLINOIS**

The Real Property or its address is commonly known as 461 LAKESIDE TERRACE, GLENCOE, IL 60646. The Real Property tax identification number is 05-08-101-032-0000.

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

**ADVANCED ADDITIONAL \$600,000.00. SAID ADDITIONAL ADVANCE WAS COMBINED WITH THE EXISTING NOTE FOR COMBINED DEBT OF \$2,800,000.00. SAID MODIFICATION IS EVIDENCED BY A NEW CHANGE IN TERMS AGREEMENT (AGREEMENT) DATED 8-30-1999 AND TO BE REPAYED ON OR BEFORE 5-22-2000. 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

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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 *Michael Loyfman*  
MICHAEL LOYFMAN

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X *Faina Loyfman*  
FAINA LOYFMAN

LENDER:

BRICKYARD BANK

By: *C Eugene Terlanke*  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

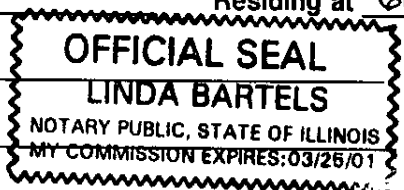
On this day before me, the undersigned Notary Public, personally appeared MICHAEL LOYFMAN and FAINA LOYFMAN, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8<sup>TH</sup> day of SEPTEMBER, 1999.

By *Linda Bartels* Residing at 6676 N. LINCOLN AVE.

Notary Public in and for the State of

My commission expires



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

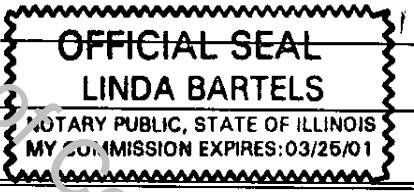
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COUNTY OF COOK ) ss

On this 8<sup>TH</sup> day of SEPTEMBER, 1999, before me, the undersigned Notary Public, personally appeared EUGENE ZASLAVSKY and known to me to be the VICE PRESIDENT, 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 Linda Bartels Residing at 6676 N. LINCOLN AVE.

Notary Public in and for the State of



My commission expires

COOK County Clerk's Office