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2001-12-07 15:34:24

Cook County Recorder 31.50



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This instrument was prepared by Loan Operations, Lakeside Bank, 1112 South Wabash Avenue, Chicago, Illinois 60605

When recorded return to Loan Operations, Lakeside Bank, 1112 South Wabash Avenue, Chicago, Illinois 60605

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is August 16, 2001. The parties and their addresses are:

MORTGAGOR:

LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED NOVEMBER 16, 1998 AND KNOWN AS TRUST NO. 10-2004 AND NOT PERSONAL
a Trust
55 West Wacker Drive
Chicago, Illinois 60601

LENDER:

LAKESIDE BANK
Organized and existing under the laws of Illinois
55 W. WACKER DRIVE
CHICAGO, Illinois 60601

1. BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated January 21, 2000 and recorded on January 26, 2000. The Security Instrument was recorded in the records of Cook County, Illinois at the Cook County Recorder of Deeds as Document Number 00066578 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 2266 South Archer Avenue and 423 West 22nd Place, Chicago, Illinois 60616.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security

WILLIAM BARBARO
Illinois Real Estate Modification
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Initials _____
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Instrument. The Security Instrument was given to secure the original Secured Debts which have now been modified.

3. SECURED DEBTS. This Modification will secure the following Secured Debts:

A. Specific Debts. The modified Secured Debts include the following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 6038199-04, dated August 16, 2001, from WILLIAM BARBARO, WILLIAM TONG, WTJD, Ltd. and Lakeside Bank, as trustee, under Trust Agreement dated November 16, 1998 and known as Trust No. 10-2004 (Borrower) to Lender, with a loan amount of \$400,000.00 with an initial variable interest rate of 7.25 percent per year until August 17, 2001, after which time it may change as the promissory note prescribes and maturing on May 16, 2002. One or more of the debts secured by this Modification contains a future advance provision.

B. All Debts. All present and future debts from Mortgagor to Lender, even if this Modification is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Modification, each agrees that it will secure debts incurred either individually or with others who may not sign this Modification. Nothing in this Modification constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Modification. This Modification will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Modification will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Modification.

4. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Modification at any one time will not exceed \$400,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Modification. Also, this limitation does not apply to advances made under the terms of this Modification to protect Lender's security and to perform any of the covenants contained in this Modification.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Lakeside Bank, as trustee, under Trust Agreement dated November 16, 1998 and known as Trust No. 10-2004.

Authorized Signer [Signature] VICE PRESIDENT & TRUST OFFICER
Authorized Signer [Signature] ASST. TRUST OFFICER

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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LENDER:

LAKESIDE BANK

Stan J. Bochnowski, Senior Vice President

ACKNOWLEDGMENT.

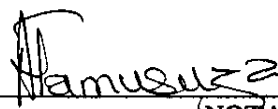
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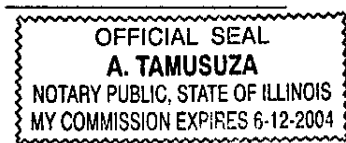
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, AGNES TAMUSUZA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that VINCENT J. TOLVE, VICE PRESIDENT AND TRUST OFFICER and PHILIP CACCIATORE, ASST. TRUST OFFICER for LAKESIDE BANK as Trustee, and not personally, under Trust Agreement dated NOVEMBER 16, 1998 and known as Trust No. 10-2004 are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth on this 6TH day of DECEMBER, 2001.



NOTARY PUBLIC

Commission Expires:



Property of Cook County Clerk's Office

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PARCEL 1: LOTS 1, 2, 3, 4, 5, 6, 7, 14, 15, 31, 32, 33, 34 AND 35 (EXCEPT THAT PART OF SAID LOTS 31 TO 35 TAKEN FOR WIDENING 22ND STREET) IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 9 IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EASTERLY 2 FEET OF LOT 8 IN CRANE'S SUBDIVISION, SAID 2 FEET BEING 2 FEET IN FRONT ON ARCHER AVENUE AND RUNNING BACK IN UNIFORM WIDTH TO THE EASTERLY LINE OF MCGLASHAM STREET AND LYING ADJOINING TO THE BOUNDARY LINE BETWEEN SAID LOTS 8 AND 9 REFERENCE BEING HAD TO PLAT OF CRANE'S SUBDIVISION RECORDED FEBRUARY 25, 1854 IN BOOK 49 OF MAPS, PAGE 133, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 10 AND 11 AND THE WEST 1/2 OF LOT 12 IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE EASTERLY 1/2 OF LOT 12 AND ALL OF LOT 13 IN CRANE'S SUBDIVISION OF PART OF AN 8 ACRE TRACT IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

PARCEL 5: THAT PART OF LOTS 20, 21 AND 22 IN BLOCK 4 IN SOUTH BRANCH ADDITION TO CHICAGO, LYING EAST OF THE EAST LINE OF SOUTH CANAL STREET (EXCEPT THAT PART OF LOT 22 TAKEN AND USED FOR MCGLASHAM STREET), IN THE SOUTHEAST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF LOTS 70, 71, 72, 73, 74, 75 AND 76 IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE THE EAST LINE OF SOUTH CANAL STREET, ALL IN COOK COUNTY, ILLINOIS

PARCEL 7: LOT 8 EXCEPT THAT PART TAKE FOR STREET WIDENING, IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2266 SOUTH ARCHER AVENUE AND 423 WEST 22ND PLACE, CHICAGO, ILLINO

PIN: #17-28-104-011, 17-28-105-020, 17-28-105-021, 17-28-105-025,
17-28-105-026, 17-28-105-023, 17-28-105-024, 17-28-104-010, 17-28-104-017
17-28-104-018, 17-28-104-019, 17-28-104-020, 17-28-104-021 AND
~~17-28-105-023~~

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Lakeside Bank

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55 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60601-1699 • (312) 435-5100

GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of **LAKESIDE BANK**, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the **LAKESIDE BANK**, Trustee, or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said **LAKESIDE BANK**, Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the **LAKESIDE BANK**, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said **LAKESIDE BANK**, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.