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2002-03-12 15:52:16

Cook County Recorder

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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 March 6, 2002. The parties and their addresses are:

**MORTGAGOR:**

**VIRGINIA M. BENDER**

1318 North Leavitt

Chicago, Illinois 60622

Spouse of Frank H. Bender

**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 September 12, 2000 and recorded on September 13, 2000. The Security Instrument was recorded in the records of Cook County, Illinois at the Cook County Recorder of Deeds as Document Number 00708576 and covered the following described Property:

THE SOUTH 25 FEET OF LOTS 36 TO 40, BOTH INCLUSIVE AND THE SOUTH 25 FEET OF THE WEST 11 FEET OF LOT 41 IN BLOCK 33 IN SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1, 6 AND 12 IN SAID BLOCK 21) 23, 28, 29, 30, 31, 32 (EXCEPT LOTS 1, 2, 3, 6, AND 7), 33, 38, 39, 40, AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #14-31-410-013 and 14-31-410-014

The property is located in Cook County at 1801 North Wolcott, Chicago, Illinois 60622.

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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 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. 6041239-01, dated September 12, 2000, from Mortgagor to Lender, with a loan amount of \$340,000.00 with an initial variable interest rate of 5.5 percent per year until March 7, 2002, after which time it may change as the promissory note prescribes and maturing on February 12, 2003.

**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.

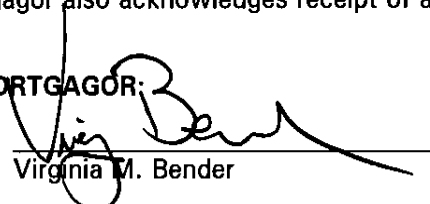
4. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Modification at any one time will not exceed \$340,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Modification. Also, this limitation does 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:

  
Virginia M. Bender

LENDER:

LAKESIDE BANK

  
Philip D. Cacchiatore, Vice President

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## ACKNOWLEDGMENT.

(Individual)

State OF Illinois, County OF Cook ss.  
This instrument was acknowledged before me this 6<sup>th</sup> day of March, 2002  
by Virginia M. Bender, spouse of ~~Frank H. Bender~~

My commission expires: **"OFFICIAL SEAL"**  
Yvette Avalos  
Notary Public, State of Illinois  
My Commission Expires 8/26/2002

Yvette Avalos  
(Notary Public)

(Lender Acknowledgment)

STATE OF ILLINOIS, COUNTY OF COOK ss.  
This instrument was acknowledged before me this 6<sup>th</sup> day of MARCH, 2002  
by Philip D. Cacciatore -- Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires: 02/22/05 Karen J. Venetoch  
(Notary Public)

OFFICIAL SEAL  
KAREN J. VENETCH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2-22-2005

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