### UNOFFICIAL CORY

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

ben recorded return to com 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 15, 2002. The parties County Clark's Office and their addresses are:

#### MORTGAGOR:

1242

**GEORGE A. HODGES** 175 North Harbor Drive, #3504 Chicago, Illinois 60601

**MARILYNN B. HODGES** 175 North Harbor Drive, #3504 Chicago, Illinois 60601

**DANIEL G. HODGES** 200 North Dearborn, #4105 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 March 7, 1997 and recorded on March 10, 1997. The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 97160708 and covered the following described Property:

LOTS 12 TO 17, BOTH INCLUSIVE, IN BLOCK 3 IN GEORGE W. GERRISH'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE EAST 2.5 FEET OF THE VACATED NORTH AND SOUTH ALLEYS LYING WEST OF AND ADJOINING LOTS 12 TO 17. PIN: #17-09-104-003

The property is located in Cook County at 2526 South Federal Street, 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 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. 6033939-05, dated March 7, 1997, from Mortgagor to Lender, with a loan amount of \$102,710.11 with an interest rate of 7.5 percent per year and maturing on March 15, 2007.
  - 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 industrication, 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 \$102,710.11. 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:

George A. Hodges

Marilygn B. Hodges

Daniel G. Hodges

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### **UNOFFICIAL COPY**

LENDER: 20448673 LAKESIDE BANK Stan J. Bochnowski, Senior Vice President ACKNOWLEDGMENT. (Individual) OF ILLINOIS, COUNTY STATE OF 10th This instrument was acknowledged before me this by George A. Hodges. (Individual) STATE OF /LLINOIS This instrument was acknowledged before me this by Marilynn B. Hodges. My commission expires: (Notary Public) (Individual) STATE 2002 This instrument was acknowledged before me this by Daniel G. Hodges. (Lender Acknowle OF This instrument was acknowledged before me this day of by Stan J. Bochnowski -- Senior Vice President of LAKESIDE BANK, a corporation, on behalf of the

My commission expires:

corporation.

(Notary Public)

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