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2002-05-14 11:12:53  
Cook County Recorder 27.50



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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 December 21, 2001. The parties and their addresses are:

**MORTGAGOR:**

**LASALLE BANK NAT'L ASSOC., SUCCESSOR TRUSTEE TO AMERICAN NAT'L BANK & TRUST CO.,**  
**AS TRUSTEE U/T/A DATED 8/13/1999 A/K/A TRUST NO. 125292-02**  
an Illinois Trust  
135 South LaSalle Street  
Chicago, Illinois 60603

**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 December 6, 2000 and recorded on December 15, 2000. The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 00985576 and covered the following described Property:

LOT 50 AND THE EAST 4 FEET OF LOT 49 IN RUFUS K. WINSLOW'S SUBDIVISION OF THAT PART OF BLOCK 21 NOT HERETOFORE SUBDIVIDED IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS P.I.N. 17-07-121-046-0000  
LOT 49 (EXCEPT THE EAST 4 FEET THEREOF) IN RUFUS K. WINSLOW'S SUBDIVISION OF THAT PART OF BLOCK 21 NOT HERETOFORE SUBDIVIDED IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS P.I.N. 17-07-121-045-0000

Initials *W.P.*  
Page 1

UNOFFICIAL COPY 0020549001

**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:**

LaSalle Bank Nat'l Assoc., successor trustee to American Nat'l Bank & Trust Co., as trustee u/t/a dated 8/13/1999 a/k/a Trust No. 125292-02 and not personally

*Kathleen E. Shields*  
\_\_\_\_\_  
Authorized Signer

**Attention not required by**  
**LaSalle Bank National Association**  
\_\_\_\_\_  
Authorized Signer  
**Bylaws**

This instrument is executed by LASALLE BANK National Association not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

**LENDER:**

LAKESIDE BANK

*Thomas Jung*  
\_\_\_\_\_  
David V. Pinker, Sr., Senior Vice President  
Thomas Jung, Asst.

**ACKNOWLEDGMENT.**

Property of Cook County Clerk's Office

The property is located in Cook County at 2000-2002 West Race Street, Chicago, Illinois 60646.

**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. 1666329-01, dated December 6, 2000, from Brightish, LTD., LaSalle Bank Nat'l Assoc., successor trustee to American Nat'l Bank & Trust Co., as trustee a/k/a dated 8/13/1999 a/k/a Trust No. 125292-02 and Witold Popiel a/k/a Vick Popiel (Borrower) to Lender, with a maximum credit limit of \$221,000.00 with an initial variable interest rate of 5.75 percent per year until April 30, 2002, after which time it may change as the promissory note prescribes and maturing on May 1, 2003. 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 \$221,000.00. 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.

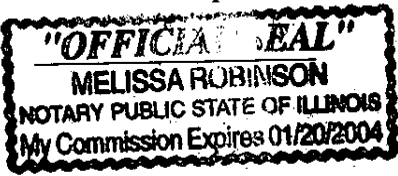
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, MELISSA ROBINSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KATHLEEN E. SHIELDS and LAND TRUST ADMINISTRATOR for LaSalle Bank National Association as Trustee, and not personally, under Trust Agreement dated 8-13-99 and known as Trust # 125292-02 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 <sup>SHE</sup> they signed, sealed and the said instrument as <sup>HER</sup> their own free and voluntary act, for the uses and purposes therein set forth on this 14<sup>th</sup> day of May, 2002.

Melissa Robinson  
NOTARY PUBLIC

Commission Expires:



Property of Cook County Clerk's Office