

# UNOFFICIAL COPY

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2002-10-01 16:13:16  
Cook County Recorder 32.50



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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 15, 2002. The parties and their addresses are:

**MORTGAGOR:**

**LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED SEPTEMBER 27, 1999 AND KNOWN AS TRUST NO. 10-2107 AND NOT PERSONALLY**  
a Trust  
55 West Wacker Drive  
Chicago, Illinois 60601

**LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED SEPTEMBER 27, 1999 AND KNOWN AS TRUST NO. 10-2108 AND NOT PERSONALLY**  
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 September 27, 1999 and recorded on October 8, 1999. The Security Instrument was recorded in the records of Cook County, Illinois at the Cook County Recorder of Deeds as Document No. 99955018. and covered the following described Property:

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1st Mortgage: BLOCK 26 (EXCEPT THE NORTH 423.00 FEET THEREOF, AND EXCEPT THE EAST 100.00 FEET THEREOF; AND EXCEPT THE WEST 17.00 FEET THEREOF; AND EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANCE 50 FEET EAST AND 33 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 184.71 FEET TO A POINT ON THE WEST LINE 100.00 FEET, A DISTANCE OF 22.00 FEET TO A POINT; THENCE WEST PARALLEL WITH SAID SOUTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 149.71 FEET TO A POINT; THENCE NORTHWEST A DISTANCE OF 49.50 FEET TO A POINT ON THE EAST LINE OF CICERO AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF S. CICERO AVENUE A DISTANCE OF 57.00 FEET, TO THE POINT OF BEGINNING) IN FIRST ADDITION TO MIDLOTHIAN GARDENS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 14659 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS PIN: #20-11-100-049 2nd Mortgage: PARCEL 1: LOT 1 TO 6 BOTH INCLUSIVE IN BLOCK 1 IN W.H. CALVIN'S SUBDIVISION OF LOTS 2, 3, 6, 7 AND 10 OF BLOCK 2 DREXEL AND SMITH'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY A PERPETUAL PARKING EASEMENT AGREEMENT DATED JUNE 30, 1998 AND RECORDED JULY 7, 1998 AS DOCUMENT 98579792 FROM AREA WIDE MURRAY'S LLC., AN ILLINOIS LIMITED LIABILITY COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1994 KNOWN AS TRUST NUMBER 118750-02 FOR THE PURPOSE OF PARKING OF MOTOR VEHICLES AND FOR PEDESTRIAN ACCESS FROM THE EASEMENT PARCEL TO PARCEL 1 DESCRIBED ABOVE OVER THE FOLLOWING DESCRIBED LAND: LOTS 7 TO 12 INCLUSIVE IN BLOCK 1 IN W. HJ. CALVIN'S SUBDIVISION OF LOTS 2, 3, 6, 7 AND 10 OF BLOCK 2 OF DREXEL AND SMITH'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AND THE WEST 1/2 OF 16 FOOT VACATED ALLEY LYING EAST AND ADJOINING LOTS 7 TO 11, ALSO THE EAST 1/2 OF THE 16 FOOT VACATED ALLEY LYING WEST AND ADJOINING LOT 6, IN THE AFORESAID SUBDIVISION IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 4701 SOUTH COTTAGE GROVE, CHICAGO, ILLINOIS 60615 PIN: 20-11-100-005

The property is located in Cook County at 14659 South Cicero Avenue and 4701 South Cottage Grove, Midlothian and Chicago, Illinois .

**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. 6039759-01, dated April 15, 2001, from Area Wide 147th & Cicero, Inc., Area Wide 47th Office, Inc., Faysal Mohamed, Lakeside Bank, as trustee, under Trust Agreement dated September 27, 1999 and known as Trust No. 10-2107 and Lakeside Bank, as trustee, under Trust Agreement dated September 27, 1999 and known as Trust No. 10-2108 (Borrower) to Lender, with a loan amount of \$850,000.00 with an interest rate of 8.5 percent per year and maturing on December 20, 2002.

**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

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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.

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4. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Modification at any one time will not exceed \$850,000.00. 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 September 27, 1999 and known as Trust No. 10-2107 AND NOT PERSONAL

Authorized Signer VICE PRESIDENT & TRUST OFFICER

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Authorized Signer ASST. TRUST OFFICER

Lakeside Bank, as trustee, under Trust Agreement dated September 27, 1999 and known as Trust No. 10-2108 AND NOT PERSONAL

Authorized Signer VICE PRESIDENT & TRUST OFFICER

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Authorized Signer ASST. TRUST OFFICER

**LENDER:**

LAKESIDE BANK

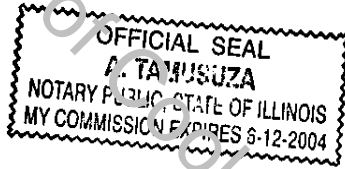
Donald Benjamin, Senior Vice President

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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 SEPTEMBER 27, 1999 and known as Trust No. 10-2107 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 25<sup>TH</sup> day of SEPTEMBER, 2002.



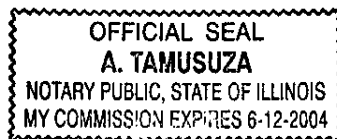
A Tamusuza  
NOTARY PUBLIC

Commission Expires:

JUNE 12, 2004

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 SEPTEMBER 27, 1999 and known as Trust No. 10-2108 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 25<sup>TH</sup> day of SEPTEMBER, 2002.



A Tamusuza  
NOTARY PUBLIC

Commission Expires:

JUNE 12, 2004

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Lakeside Bank

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

## MORTGAGE RIDER

THIS MORTGAGE or TRUST DEED is executed by LAKESIDE BANK, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the other party(ies) hereunder and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage or Trust Deed shall be construed as creating any Liability on LAKESIDE BANK or on any of the beneficiaries under said Trust Agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage or Trust Deed and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of the co-signer, endorser or guarantor of said Note.

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