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2002-12-30 16:34:00

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

MORTGAGOR:

LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED DECEMBER 20, 2000 AND KNOWN AS TRUST NO. 10-2235 AND NOT PERSONALLY

An Illinois 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 December 28, 2000 and recorded on January 3, 2001 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois as Document No. 0010004835 and covered the following described Property:

See attached Exhibit A

The property is located in Cook County at 3838 W. 51st Street, Chicago, Illinois 60632.

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.

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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. 6041749-01, dated December 28, 2000, from Eugene C. Barsanti, Constance K. Barsanti, Lakeside Bank, as trustee, under Trust Agreement dated December 20, 2000 and known as Trust No. 10-2235, Eugene C. Barsanti Revocable Trust dated February 15, 2002 and Constance K. Barsanti Revocable Trust dated February 15, 2002 (Borrower) to Lender, with a loan amount of \$1,358,754.58 with an interest rate of 7.0 percent per year and maturing on November 28, 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 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 any required 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 \$1,358,754.58. 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. 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 December 20, 2000 and known as Trust No. 10-2235 AND NOT PERSONALLY

By [Signature]
Authorized Signer VICE PRESIDENT & TRUST OFFICER LENDER ATTACHED HERETO
By [Signature]
Authorized Signer ASST. TRUST OFFICER AND PART HEREOF.

LENDER:

LAKESIDE BANK

By [Signature]
Suzanne Henson, Vice President

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ACKNOWLEDGMENT.

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Exhibit A

Lot 21 (except the East 243 feet thereof and except the South 33 feet thereof taken for street) together with the East 263.51 feet of Lot 22 (excepting therefrom the South 33 feet thereof taken for street) in Superior Court Partition of Part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 19-11-114-050

Commonly known as 3838 W. 51st Street, Chicago, IL 60632

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

0021458316

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 SHEILA B. WEBER, ASST. TRUST OFFICER for LAKESIDE BANK as Trustee, and not personally, under Trust Agreement dated DECEMBER 20, 2000 and known as Trust No. 10-2235 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 the said instrument as their own free and voluntary act, for the uses and purposes therein set forth on this 12TH day of DECEMBER, 2002

A. Tamusuza
NOTARY PUBLIC



Commission Expires:

JUNE 12, 2004

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Lakeside Bank

0021458316

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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