

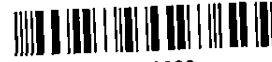
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2003-02-20 15:58:26

Cook County Recorder 32.50



0030243009

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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 January 16, 2003. The parties and their addresses are:

MORTGAGOR:

LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED NOVEMBER 16, 1998 AND KNOWN AS TRUST NUMBER 10-2004 AND NOT PERSONALLY

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 January 21, 2000 and recorded on January 26, 2000 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Cook County Recorder of Deeds as Document Number 00066578 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 2266 South Archer Avenue and 423 West 22nd Place, Chicago, Illinois 60616.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

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A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. This Security Instrument will secure the following Secured Debts:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 6038199-04, dated January 21, 2000, from William Barbaro , William Tong , WTJD, Ltd. and Lakeside Bank, as trustee, under Trust Agreement dated November 16, 1998 and known as Trust Number 10-2004 (Borrower) to Lender, with a loan amount of \$400,000.00 with an initial variable interest rate of 4.75 percent per year until January 17, 2003, after which time it may change as the promissory note prescribes and maturing on August 16, 2004. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from William Barbaro , William Tong , WTJD, Ltd. and Lakeside Bank, as trustee, under Trust Agreement dated November 16, 1998 and known as Trust Number 10-2004 to Lender, even if this Security Instrument 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 Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument 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 Security Instrument. This Security Instrument 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 Security Instrument 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 Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and 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 November 16, 1998 and known as Trust Number 10-2004 ~~AND NOT PERSONALLY~~

By 
Authorized Signer **VICE PRESIDENT & TRUST OFFICER**

By 
Authorized Signer **ASST. TRUST OFFICER**

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

LENDER:

LAKESIDE BANK

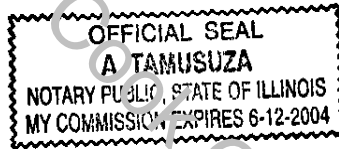
By _____
Stan J. Bochnowski, Senior Vice President

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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 NOVEMBER 16, 1998 and known as Trust No. 10-2004, 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 19TH day of FEBRUARY 2003.



Agnes Tamusuzza
NOTARY PUBLIC

Commission Expires:

JUNE 12, 2004

Property of Cook County Clerk's Office

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PARCEL 1: LOTS 1, 2, 3, 4, 5, 6, 7, 14, 15, 31, 32, 33, 34 AND 35 (EXCEPT THAT PART OF SAID LOTS 31 TO 35 TAKEN FOR WIDENING 22ND STREET) IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 9 IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EASTERLY 2 FEET OF LOT 8 IN CRANE'S SUBDIVISION, SAID 2 FEET BEING 2 FEET IN FRONT ON ARCHER AVENUE AND RUNNING BACK IN UNIFORM WIDTH TO THE EASTERLY LINE OF MCGLASHAM STREET AND LYING ADJOINING TO THE BOUNDARY LINE BETWEEN SAID LOTS 8 AND 9 REFERENCE BEING HAD TO PLAT OF CRANE'S SUBDIVISION RECORDED FEBRUARY 25, 1854 IN BOOK 49 OF MAPS, PAGE 133, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 10 AND 11 AND THE WEST 1/2 OF LOT 12 IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE EASTERLY 1/2 OF LOT 12 AND ALL OF LOT 13 IN CRANE'S SUBDIVISION OF PART OF AN 8 ACRE TRACT IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

PARCEL 5: THAT PART OF LOTS 20, 21 AND 22 IN BLOCK 4 IN SOUTH BRANCH ADDITION TO CHICAGO, LYING EAST OF THE EAST LINE OF SOUTH CANAL STREET (EXCEPT THAT PART OF LOT 22 TAKEN AND USED FOR MCGLASHAM STREET), IN THE SOUTHEAST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF LOTS 70, 71, 72, 73, 74, 75 AND 76 IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH CANAL STREET, ALL IN COOK COUNTY, ILLINOIS

PARCEL 7: LOT 8 EXCEPT THAT PART TAKE FOR STREET WIDENING, IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2266 SOUTH ARCHER AVENUE AND 423 WEST 22ND PLACE, CHICAGO, ILLINOIS

PIN: #17-28-104-011, 17-28-105-020, 17-28-105-021, 17-28-105-025,
17-28-105-026, 17-28-105-023, 17-28-105-024, 17-28-104-010, 17-28-104-017
17-28-104-018, 17-28-104-019, 17-28-104-020, 17-28-104-021 AND
17-28-105-023

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Lakeside Bank

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.

Property Clerk's Office