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0317548122

Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 06/24/2003 07:44 AM Pg: 1 of 3

Space Above This Line For Recording Data

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 June 10, 2003. The parties and their addresses are:

MORTGAGOR:

THEODORE Y. MARK
15331 Hollywood Drive
Orland Park, Illinois 60462

JUDY Y. MARK
15331 Hollywood Drive
Orland Park, Illinois 60462

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 June 27, 2001 and recorded on July 11, 2001 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0010610577 and covered the following described Property:

LOTS 1, 2 AND 3 (EXCEPT THAT PART OF LOTS 2 AND 3 LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 2, 11 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 2 TO A POINT IN THE SOUTH LINE OF SAID LOT 3, 30 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 3) IN BLOCK 2 IN HODGE'S SUBDIVISION OF BLOCKS 2 AND 8 AND PART OF BLOCKS 1 AND 9 OF F.C. SHERMAN ETAL SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS P.I.N. 17-28-402-020-000 AND 17-28-402-021-0000

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The property is located in Cook County at 235-241 West 26th Street, Chicago, Illinois 60606.

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:

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. 6037689-18, dated June 27, 2001, from Mortgagor to Lender, with a loan amount of \$475,000.00 with an interest rate of 6.25 percent per year and maturing on June 1, 2008.

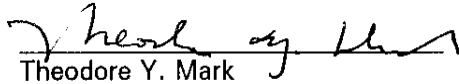
(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts 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.

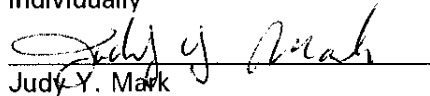
3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

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:


Theodore Y. Mark

Individually


Judy Y. Mark

Individually

LENDER:

LAKESIDE BANK

By _____
Stan J. Bochnowski, Senior Vice President

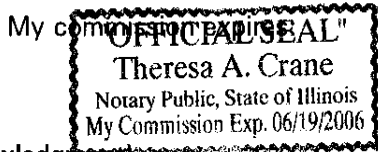
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ACKNOWLEDGMENT.

(Individual)

State OF ILLINOIS, County OF Cook ss.

This instrument was acknowledged before me this 12th day of June, 2003
by Theodore Y. Mark, and Judy Y. Mark.



Theresa A. Crane
(Notary Public)

(Lender Acknowledgment)

_____ OF _____, _____ OF _____ ss.

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 corporation.

My commission expires: _____

(Notary Public)

Property of Cook County Clerk's Office