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0321040121

Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 07/29/2003 04:05 PM Pg: 1 of 4

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 July 23, 2003. The parties and their addresses are:

MORTGAGOR:

LAKESIDE BANK AS TRUSTEE, UNDER TRUST AGREEMENT DATED MAY 23, 2003 AND KNOWN AS TRUST NUMBER 10-2527 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 and recorded on (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at and covered the following described Property:

LOT 3 IN BLOCK 3 IN D.S. DUNNING'S SUBDIVISION OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 19, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS P.I.N. 13-19-204-035-0000

The property is located in Cook County at 3924 North Normandy, Chicago, Illinois 60634.

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

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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. 6047069-03, dated June 6, 2003, from Rogelio Castro, Jr., Aurora Hidalgo- Castro and Lakeside Bank as Trustee, Under Trust Agreement dated May 23, 2003 and known as Trust Number 10-2527 (Borrower) to Lender, with a loan amount of \$408,733.00 with an initial variable interest rate of 5.0 percent per year until July 24, 2003, after which time it may change as the promissory note prescribes and maturing on August 6, 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 Rogelio Castro, Jr., Aurora Hidalgo- Castro and Lakeside Bank as Trustee, Under Trust Agreement dated May 23, 2003 and known as Trust Number 10-2527 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 May 23, 2003 and known as Trust Number 10-2527 **AND NOT PERSONALLY**

By Vincent J. J. [Signature]

Authorized Signer **VICE PRESIDENT & TRUST OFFICER**

By D. [Signature]

Authorized Signer **ASST. TRUST OFFICER**

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

LENDER:

LAKESIDE BANK

By James P. McGrogan [Signature]
James P. McGrogan, Loan Officer

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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 DAVID V. PINKERTON, ASST. TRUST OFFICER for LAKESIDE BANK as Trustee, and not personally, under Trust Agreement dated MAY 23, 2003 and known as Trust No. 10-2527 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 25TH day of JULY, 2003



Agnes Tamusuza
NOTARY PUBLIC

Commission Expires:

JUNE 12, 2004

Property of Cook County Clerk's Office

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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.

County Clerk's Office