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Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 08/06/2003 08:05 AM Pg: 1 of 3

8151617-D2-TMS (A11)

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:

WELLINGTON & ALBANY, LLC
An Illinois Limited Liability Company
2956 North Albany
Chicago, Illinois 60618

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 July 12, 2002 and recorded on August 14, 2002 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number #0020894198 and covered the following described Property:

Lot 24 in Hammonds Subdivision of the North 1/2 of the East 1/2 of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #: 13-25-120-017-0000

The property is located in Cook County at 2956 North Albany, Chicago, Illinois 60618.

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. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$525,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. 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. 6045779-01, dated July 12, 2002, from Mortgagor to Lender with a loan amount of \$525,000.00 with an interest rate of 6.0 percent per year and maturing on July 12, 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:

Wellington & Albany, LLC

By 

Jesse C. Roberts, Member and Manager

By 

Troy T. Fujimura, Member and Manager

By 

Ty Matthew Fujimura, Member and Manager

LENDER:

LAKESIDE BANK

By 

David V. Pinkerton, Senior Vice President

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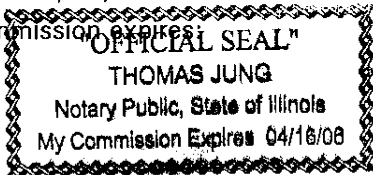
ACKNOWLEDGMENT.

(Business or Entity)

County Cook OF State OF Illinois ss.

This instrument was acknowledged before me this 28th day of JULY, 2003 by Jesse C. Roberts - Member and Manager of Wellington & Albany, LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:



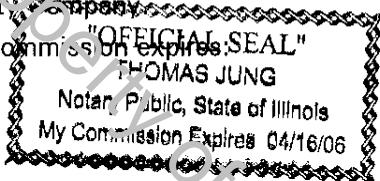
Thomas Jung
(Notary Public)

(Business or Entity)

County Cook OF State OF Illinois ss.

This instrument was acknowledged before me this 28th day of JULY, 2003 by Troy T. Fujimura - Member and Manager of Wellington & Albany, LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:



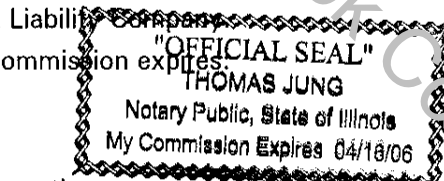
Thomas Jung
(Notary Public)

(Business or Entity)

County Cook OF State OF Illinois ss.

This instrument was acknowledged before me this 28th day of JULY, 2003 by Ty Matthew Fujimura - Member and Manager of Wellington & Albany, LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:



Thomas Jung
(Notary Public)

(Lender Acknowledgment)

County Cook OF State OF Illinois ss.

This instrument was acknowledged before me this 28th day of JULY, 2003 by David V. Pinkerton -- Senior Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:

Jorge I. Rodriguez
(Notary Public)

