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Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 08/22/2003 03:53 PM Pg: 1 of 6

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 August 1, 2003. The parties and their addresses are:

**MORTGAGOR:**

**LAKESIDE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 25, 1996 AND KNOWN AS TRUST NUMBER 10-1736 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 May 6, 1999 and recorded on May 19, 1999 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 99483491 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 1448-1450 North Wells Street, Chicago, Illinois 60610.

**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:

Lakeside Bank, as Trustee under Trust Agreement dated January 25, 1996 and known as Trust Number 10-1736  
Illinois Real Estate Modification  
IL/4XXXdeved00623900003872005080103Y

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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. 1604719-15, dated May 6, 1999, from Mortgagor to Lender, with a loan amount of \$693,343.26 with an interest rate of 6.0 percent per year and maturing on August 10, 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:**

Lakeside Bank, as Trustee under Trust Agreement dated January 25, 1996 and known as Trust Number 10-1736 **AND NOT PERSONALLY**

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

By *J.R. [Signature]*  
Authorized Signer **ASST. TRUST OFFICER**

SEE RIDER ATTACHED HERETO  
AND MADE A PART HEREOF.

**LENDER:**

LAKESIDE BANK

By *David V. Pinkerton*  
David V. Pinkerton, Senior Vice President

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ACKNOWLEDGMENT.

Property of Cook County Clerk's Office

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Lakeside Bank, as Trustee under Trust Agreement dated January 25, 1996 and known as Trust Number 10-1736

Illinois **Real Estate Modification**

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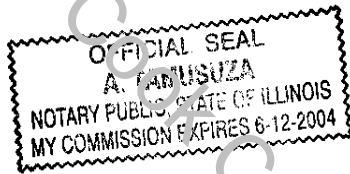
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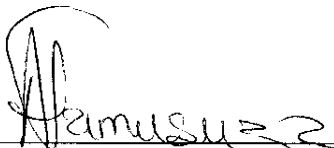
Initials \_\_\_\_\_  
Page 3

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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 THOMAS J. SPANGLER, ASST. TRUST OFFICER for LAKESIDE BANK as Trustee, and not personally, under Trust Agreement dated JANUARY 25, 1996 and known as Trust No. 10-1736 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 20<sup>TH</sup> day of AUGUST, 2003.



  
\_\_\_\_\_  
NOTARY PUBLIC

Commission Expires:

JUNE 12, 2004

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## EXHIBIT A

PARCEL 1: SUB-LOT 156 AND THE NORTH 3 FEET OF THE EAST 44 FEET OF SUB-LOT 153 IN THE SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125 AND LOTS 123, 124, 127 TO 134 AND LOT 137 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: SUB-LOT 153, (EXCEPT THE EAST 44 FEET THEREOF AND EXCEPT THE SOUTH 20 FEET THEREOF), IN THE SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125 AND ALL OF LOTS 123, 124, 127 TO 134 AND LOT 137 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 1 IN M. O. WILLIAMS SUBDIVISION OF LOTS 151 AND 152 AND THE SOUTH 2 FEET OF THE NORTH 5 FEET OF THE EAST 44 FEET OF LOTS 153 AND THE SOUTH 20 FEET OF LOTS 153 AND 154, AND THE NORTH 5 FEET OF LOTS 149 AND 150, IN THE SUBDIVISION OF LOTS 123, 124, 127, 128, 129, 130, 131, 132, 133, 134 AND 137 AND THE WEST 1/2 OF LOTS 120 AND 125 IN BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1448-1450 NORTH WELLS STREET, CHICAGO, ILLINOIS 60610

PIN: #17-04-203-051, 17-04-203-052 AND 17-04-203-053

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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.

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