



Doc#: 0324610143  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 09/03/2003 04:22 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 1, 2003. The parties and their addresses are:

**MORTGAGOR:**

**JAMES W. DAVIS**  
750 Persimmon Drive  
St. Charles, Illinois 60174

**LINDA S. DAVIS**  
750 Persimmon Drive  
Chicago, Illinois 60174

*S. Cras-*

**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 30, 1998 and recorded on July 28, 1998 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 98657561 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 300 North State Street, #3625, 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:

Initials *LD*  
*LD*

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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. 3163789-06, dated June 30, 1998, from Mortgagor to Lender, with a loan amount of \$198,262.72 with an interest rate of 5.625 percent per year and maturing on August 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

*James W. Davis*  
James W. Davis

Individually

*Linda S. Davis*  
Linda S. Davis

Individually

LENDER:

LAKESIDE BANK

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



**ACKNOWLEDGMENT.**

(Individual)

STATE OF ILLINOIS, COUNTY OF COOK ss.

This instrument was acknowledged before me this 26<sup>th</sup> day of Aug., 2003 by James W. Davis.

My commission expires: 02/22/05 *Karen J. Venetch*  
(Notary Public)

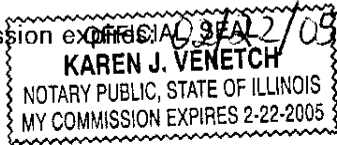
# UNOFFICIAL COPY

(Individual)

STATE OF ILLINOIS, COUNTY OF COOK ss.

This instrument was acknowledged before me this 26 day of AUG, 2003  
by Linda S. Davis .

My commission expires



Karen J. Venetch  
(Notary Public)

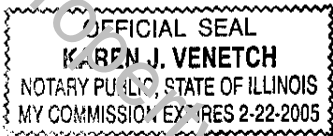
(Lender Acknowledgment)

STATE OF ILLINOIS, COUNTY OF COOK ss.

This instrument was acknowledged before me this 26<sup>th</sup> day of AUGUST, 2003  
by David V. Pinkerton -- Senior Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires: 02/22/05

Karen J. Venetch  
(Notary Public)



PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## EXHIBIT A

### PARCEL TWO:

UNIT NUMBER 3625 AS DELINEATED ON SURVEYS OF LOTS 1 AND 2 OF HARPER'S RESUBDIVISION OF PART OF BLOCK 1 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF A PART OF BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CERTAIN VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, SITUATED IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, WHICH SURVEYS ARE ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY MARINA CITY CORPORATION AND RECORDED DECEMBER 15, 1977 IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24238692, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY) SITUATED IN COOK COUNTY, ILLINOIS.

### PARCEL THREE:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL TWO AFORESAID AS SET FORTH IN DECLARATION OF CONDOMINIUM OWNERSHIP AFORESAID RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238692 AND AS CREATED BY DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO ALLAN HURWITZ RECORDED JANUARY 9, 1978 AS DOCUMENT NO. 24275977 FOR ACCESS, INGRESS AND EGRESS IN, OVER, UPON, ACROSS AND THROUGH THE COMMON ELEMENTS AS DEFINED THEREIN.

### PARCEL FOUR:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL TWO AFORESAID AS CREATED BY GRANTS AND RESERVATIONS OF EASEMENTS RECORDED DECEMBER 15, 1977 AS DOCUMENT NUMBER 24238691, AND SET FORTH IN DEED FROM MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO ALLAN HURWITZ RECORDED JANUARY 9, 1978 AS DOCUMENT NO. 24275977 IN, OVER, UPON, ACROSS AND THROUGH LOBBIES, HALLWAYS, DRIVEWAYS, PASSAGEWAYS, STAIRS, CORRIDORS, ELEVATOR AND ELEVATOR SHAFTS LOCATED UPON THOSE PARTS OF LOTS 3 AND 4 IN HARPER'S RESUBDIVISION AFORESAID DESIGNATED AS EXCLUSIVE EASEMENT AREAS AND COMMON EASEMENT AREAS, FOR INGRESS AND EGRESS, AND ALSO IN AND TO STRUCTURAL MEMBERS, FOOTINGS, BRACES, CAISSONS, COLUMNS AND BUILDING CORE SITUATED ON LOTS 3 AND 4 AFORESAID FOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 300 NORTH STATE STREET, #3625, CHICAGO, ILLINOIS 60610

PIN: 17-09-410-014-1510