



Doc#: 0326703231  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 09/24/2003 04:00 PM 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 September 4, 2003. The parties and their addresses are:

**MORTGAGOR:**

**FAMILY PROPERTIES, L.L.C.**

An Illinois Limited Liability Company

~~830 South 25th Avenue~~

Bellwood, Illinois 60104-2201

1023 CERNAN DRIVE

BELLWOOD, IL 60104

**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 March 13, 2001 and recorded on March 29, 2001 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0010248454 and covered the following described Property:

LOTS 11 AND 18 (EXCEPT THE EAST 31 FEET OF SAID LOTS) AND ALL OF THE LOTS 15, 16 AND 17 IN BLOCK 1 IN MARSH'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS. PIN: #15-16-213-004 and 15-16-213-025

The property is located in Cook County at 1023 Cernan Drive, Bellwood, Illinois 60104.

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:

Family Properties, L.L.C.

Illinois Real Estate Modification

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Initials \_\_\_\_\_

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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. 6042319-01, dated March 13, 2001, from Family Properties, L.L.C., Frank A. Mugnolo Declaration of Trust dated March 1, 1996 and Frank A. Mugnolo (Borrower) to Lender, with a loan amount of \$543,873.98 with an interest rate of 7.75 percent per year and maturing on March 19, 2006.

(b) All Debts. All present and future debts from Family Properties, L.L.C., Frank A. Mugnolo Declaration of Trust dated March 1, 1996 and Frank A. Mugnolo 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:**

Family Properties, L.L.C.

By 

Frank Mugnolo, Manager

**LENDER:**

LAKESIDE BANK

By \_\_\_\_\_

Stan J. Bochnowski, Senior Vice President

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### ACKNOWLEDGMENT.

(Business or Entity)

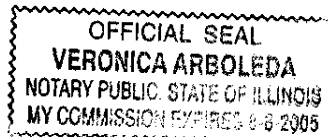
State OF Illinois, Cook County OF Cook ss.

This instrument was acknowledged before me this 24<sup>th</sup> day of September, 2003  
by Frank Mugnolo - Manager of Family Properties, L.L.C. a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:



(Notary Public)



Property of Cook County Clerk's Office

### (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)