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Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 10/10/2003 04:24 PM Pg: 1 of 3

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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 October 3, 2003. The parties and their addresses are:

MORTGAGOR:

RONALD F. KELLY
1450 West Polk Street
Chicago, Illinois 60607

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 December 12, 2002 and recorded on January 22, 2003 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0030099168 and covered the following described Property:

LOT 6 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 47 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #17-17-326-019

The property is located in Cook County at 1315 West Taylor Street, Chicago, Illinois 60607.

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:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

UNOFFICIAL COPY**(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. 6046499-01, dated December 12, 2002, from John F. Kelly, James P. Kelly and Lakeside Bank, as trustee, under Trust Agreement dated December 10, 2002 and known as Trust Number 10-2457 (Borrower) to Lender, with a loan amount of \$430,000.00 with an initial variable interest rate of 5.0 percent per year until October 4, 2003, after which time it may change as the promissory note prescribes and maturing on June 13, 2004. One or more of the debts secured by this Security Instrument contains a future advance provision.

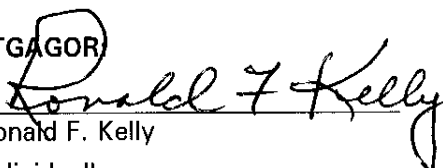
(b) All Debts. All present and future debts from John F. Kelly, James P. Kelly and Lakeside Bank, as trustee, under Trust Agreement dated December 10, 2002 and known as Trust Number 10-2457 to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated 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:


 Ronald F. Kelly
 Individually

LENDER:

LAKESIDE BANK

By 
 James P. McGrogan, Loan Officer

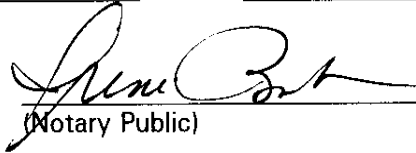
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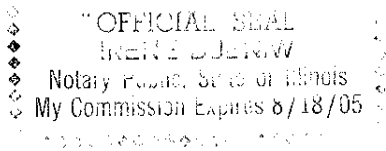
ACKNOWLEDGMENT.

(Individual)

STATE OF ILLINOIS, County OF COOK ss.
This instrument was acknowledged before me this 8th day of OCTOBER, 2003
by Ronald F. Kelly.

My commission expires:


(Notary Public)

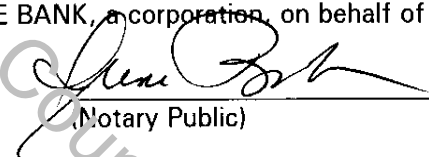


Property of COOK County Clerk's Office

(Lender Acknowledgment)

STATE OF ILLINOIS, County OF COOK ss.
This instrument was acknowledged before me this 8th day of OCTOBER, 2003
by James P. McGrogan -- Loan Officer of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:


(Notary Public)

