



Doc#: 0416910131
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 06/17/2004 04:19 PM Pg: 1 of 5

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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 May 1, 2004. The parties and their addresses are:

MORTGAGOR:

FNBW BANK F/K/A 1ST NATIONAL BANK OF WHEATON, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JUNE 1, 1996 AND KNOWN AS TRUST NUMBER 1087
An Illinois Trust
1151 East Butterfield Road
Wheaton, Illinois 60187-8899

FNBW BANK F/K/A 1ST NATIONAL BANK OF WHEATON, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JUNE 1, 1996 AND KNOWN AS TRUST NUMBER 1088
An Illinois Trust
1151 East Butterfield Road
Wheaton, Illinois 60187-8899

LENDER:

LAKESIDE BANK
Organized and existing under the laws of Illinois
55 W. WACKER DRIVE
CHICAGO, Illinois 60601
TIN:

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated April 26, 2002 and recorded on May 15, 2002 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0020552993 and covered the following described Property:

Parcel 2: LOT 47 IN J. LOGEMANN'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 1 IN THE SUBDIVISION OF OUT LOT 6 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40

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NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Commonly known as: 1014 West George Street, Chicago, Illinois PIN: #14-29-220-031 Parcel 1: LOT 71 IN SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Commonly known as: 1711 North Halsted Street, Chicago, Illinois PIN: #14-33-313-010

The property is located in Cook County at 1711 North Halsted Street and 1014 West George Street, Chicago, Illinois .

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:

(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 or other agreement, No. 6045379-01, dated April 26, 2002, from Giovanni Delisi , Trattoria Gianni, Inc., FNBW Bank f/k/a 1st National Bank of Wheaton, as trustee, under Trust Agreement dated June 1, 1996 and known as Trust Number 1087 and FNBW Bank f/k/a 1st National Bank of Wheaton, as trustee, under Trust Agreement dated June 1, 1996 and known as Trust Number 1088 (Borrower) to Lender, with a maximum credit limit of \$1,000,000.00, with an initial variable interest rate of 4.5 percent per year until May 2, 2004, after which time it may change as the promissory note prescribes and maturing on May 1, 2005. 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 Giovanni Delisi , Trattoria Gianni, Inc., FNBW Bank f/k/a 1st National Bank of Wheaton, as trustee, under Trust Agreement dated June 1, 1996 and known as Trust Number 1087 and FNBW Bank f/k/a 1st National Bank of Wheaton, as trustee, under Trust Agreement dated June 1, 1996 and known as Trust Number 1088 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.

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SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

The terms and conditions in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Recalcitrant Rider attached hereto and made a part hereof.

MORTGAGOR:

FNBW Bank f/k/a 1st National Bank of Wheaton, as trustee, under Trust Agreement dated June 1, 1996 and known as Trust Number 1087

By [Signature]
Authorized Signer

By [Signature] ATO
Authorized Signer

FNBW Bank f/k/a 1st National Bank of Wheaton, as trustee, under Trust Agreement dated June 1, 1996 and known as Trust Number 1088

By [Signature]
Authorized Signer

By [Signature] ATO
Authorized Signer

LENDER:

LAKESIDE BANK

By _____
Philip D. Cacciatore, Senior Vice President

ACKNOWLEDGMENT.

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Rider attached to and made a part of the Document

This DOCUMENT is executed by the FNBW Bank F/K/A First National Bank of Wheaton, not personally but as Trustee under Trust No. 1087/1088 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

FNBW BANK F/K/A FIRST NATIONAL BANK OF WHEATON
AS TRUSTEE UNDER TRUST AGREEMENT

DATED 6/11/96 AND KNOWN
AS TRUST NUMBER 1087 and 1088.

BY: M.F. Smilkina

DATED: 6/15/04

STATE OF ILLINOIS)
)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Melissa Smilkina, Trust officer personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 15 day of June, 2004.

Magdalena D. Marczyński
Notary Public

