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Doc#: 0418349244
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 07/01/2004 03:17 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 June 14, 2004. The parties and their addresses are:

MORTGAGOR:

LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JUNE 18, 1999 AND KNOWN AS TRUST NUMBER 10-2064 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 June 7, 2002 and recorded on June 18, 2002 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0020678255 and covered the following described Property:

LOT 12 TO 15 IN JOHN A. YALES RESUBDIVISION OF BLOCK 40 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #17-05-209-001 AND 17-05-209-002

The property is located in Cook County at 865-875 West North Avenue, Chicago, Illinois 60622-2504.

2. **MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

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FREEDOM TITLE CORP. C 706031 1071

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The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$3,700,000.00. This limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. 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. 6039499-06, dated June 7, 2002, from Tri-Equities, L.L.C. and Lakeside Bank, as trustee, under Trust Agreement dated June 18, 1999 and known as Trust Number 10-2064 (Borrower) to Lender, with a loan amount of \$3,700,000.00, with an interest rate of 6.0 percent per year and maturing on June 7, 2009.

(b) All Debts. All present and future debts from Tri-Equities, L.L.C. and Lakeside Bank, as trustee, under Trust Agreement dated June 18, 1999 and known as Trust Number 10-2064 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 June 18, 1999 and known as Trust Number 10-2064 ~~AND NOT PERSONALLY~~

By [Signature]
Authorized Signer **VICE PRESIDENT & TRUST OFFICER**

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

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF

LENDER:

LAKESIDE BANK

By [Signature]
David V. Pinkerton, Senior Vice President

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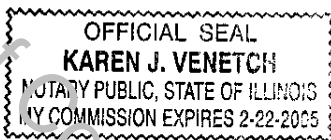
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KAREN J. VENETCH, 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 JUNE 18, 1999 and known as Trust No. 10-2064 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 23RD day of JUNE, 2004

Karen J. Venetch
NOTARY PUBLIC

Commission Expires:

02/22/05



Property of Cook County Clerk's Office

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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.