

# UNOFFICIAL COPY



Doc#: 0427312152  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 09/29/2004 04:18 PM Pg: 1 of 8

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Space Above This Line For Recording Data

This instrument was prepared by Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

When recorded return to Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

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## MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is September 8, 2004. The parties and their addresses are:

**MORTGAGOR:**

**LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MARCH 17, 2003 AND KNOWN AS TRUST NUMBER 10-2503 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 March 19, 2003 and recorded on March 23, 2003 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0030422153 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 10.3 acres of vacant land at Portage Run and Lake Avenue, Glenview, Illinois 60025.

**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:

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**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 \$2,000,000.00. 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. 6047109-01, dated March 19, 2003, from Portage Run, LLC, Lakeside Bank, as trustee, under Trust Agreement dated March 17, 2003 and known as Trust Number 10-2503, John J. Keich, Christine A. Keich and Brownstone Properties, Inc. (Borrower) to Lender, with a loan amount of \$2,000,000.00, with an initial variable interest rate of 5.5 percent per year until September 9, 2004, after which time it may change as the promissory note prescribes and maturing on December 19, 2004.

(b) All Debts. All present and future debts from Portage Run, LLC, Lakeside Bank, as trustee, under Trust Agreement dated March 17, 2003 and known as Trust Number 10-2503, John J. Keich, Christine A. Keich and Brownstone Properties, Inc. 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 March 17, 2003 and known as Trust Number 10-2503 AND NOT PERSONALLY

By [Signature]  
Authorized Signer ASST. TRUST OFFICER

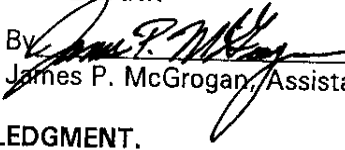
By [Signature]  
Authorized Signer ASST. TRUST OFFICER

SEE RIDER ATTACHED HERETO  
AND MADE A PART HEREOF.

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LENDER:

LAKESIDE BANK

By   
James P. McGrogan, Assistant Vice President

ACKNOWLEDGMENT.

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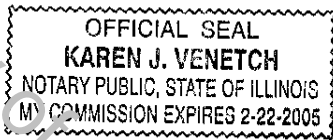
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, KAREN J. VENETCH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS J. SPANGLER, ASSISTANT TRUST OFFICER and DAVID V. PINKERTON, ASST. TRUST OFFICER for LAKESIDE BANK as Trustee, and not personally, under Trust Agreement dated MARCH 17, 2003 and known as Trust No. 10-2503 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 delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth on this 8<sup>TH</sup> day of SEPTEMBER, 2004.

Karen J. Venetch  
NOTARY PUBLIC

Commission Expires:

February 22, 2005



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PARCEL 1:

~~THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:~~

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4, 600.00 FEET NORTH 89 DEGREES 53 MINUTES EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 4 DEGREES 38 MINUTES WEST 305.00 FEET; THENCE SOUTH 2 DEGREES 27 MINUTES 45 SECONDS WEST, 257.00 FEET (DEED), SOUTH 2 DEGREES 26 MINUTES 12 SECONDS WEST, 256.98 FEET (MEASURED); THENCE SOUTH 6 DEGREES EAST 143.98 FEET; THENCE EASTERLY 346.45 FEET, MORE OR LESS, TO A POINT ON A LINE 400.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4, SAID POINT BEING 704.15 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 53 MINUTES WEST, 325.62 FEET (DEED), SOUTH 89 DEGREES 53 MINUTES 31 SECONDS WEST 325.24 FEET (MEASURED), TO THE PLACE OF BEGINNING,

IN COOK COUNTY, ILLINOIS (BUT EXCEPTING THEREFROM THAT PART TAKEN BY THE COUNTY OF COOK, OF THE STATE OF ILLINOIS, PURSUANT TO JUDGEMENT ORDER ENTERED NOVEMBER 13, 1962 IN CASE NO. 62 C 6274).

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4, 600.00 FEET NORTH 89 DEGREES 53 MINUTES EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 4 DEGREES 38 MINUTES WEST 305.00 FEET; THENCE SOUTH 2 DEGREES 27 MINUTES 45 SECONDS WEST, 257.00 FEET (DEED), SOUTH 2 DEGREES 26 MINUTES 12 SECONDS WEST 256.98 FEET (MEASURED); THENCE SOUTH 6 DEGREES EAST 143.98 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE ALONG THE CONTINUATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 31.02 FEET; THENCE SOUTH 09 DEGREES 30 MINUTES WEST 269.42 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID SOUTHEAST 1/4 THROUGH A POINT ON SAID WEST LINE, 999.39 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4, SAID POINT BEING 538.26 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 33.35 FEET; THENCE EAST 716.95 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 29 WHICH IS 1032.96 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4, THENCE NORTH ALONG SAID EAST LINE, 248.32 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE, 400.00 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 29, 80.49 FEET; THENCE WEST 346.45 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING,

IN COOK COUNTY, ILLINOIS.

PARCEL 3:

PERPETUAL, NONEXCLUSIVE, EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AGREEMENT BETWEEN ROBERT REDFIELD, ET AL, DATED JANUARY 6, 1944 AND RECORDED MARCH 17, 1944 AS DOCUMENT NO. 13247542 FOR INGRESS AND EGRESS AND UTILITIES OVER A STRIP OF LAND 50 FEET IN WIDTH, THE CENTER LINE BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, 600 FEET NORTH 89 DEGREES 53 MINUTES EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 4 DEGREES 38 MINUTES WEST 305 FEET; THENCE SOUTH 2 DEGREES, 27 MINUTES 45 SECONDS WEST 257 FEET; THENCE SOUTH 6 DEGREES EAST 175 FEET; THENCE SOUTH 9 DEGREES 30 MINUTES WEST 269.42 FEET (BUT EXCEPTING THAT PART THEREOF FALLING IN PARCELS 1 AND 2 HEREOF), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: PORTAGE RUN AND LAKE AVENUE, GLENVIEW, ILLINOIS  
PIN: #04-29-400-027 AND 04-29-400-028

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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.

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