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Doc#: 0430334172
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/29/2004 04:17 PM Pg: 1 of 5

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

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 28, 2004. The parties and their addresses are:

MORTGAGOR:

LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED NOVEMBER 16, 1998 AND KNOWN AS TRUST NUMBER 10-2004

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 3, 2003 and recorded on April 28, 2003 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0311819065 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 2266 South Archer Avenue, Chicago, Illinois 60608.

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:

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(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. 6038199-09, dated March 3, 2003, from William Barbaro , William Tong , WTJD, Ltd., Lakeside Bank, as trustee, under Trust Agreement dated December 7, 2001 and known as Trust Number 10-2316 and Lakeside Bank, as trustee, under Trust Agreement dated November 16, 1998 and known as Trust Number 10-2004 (Borrower) to Lender, with a loan amount of \$553,624.37, with an initial variable interest rate of 4.75 percent per year until November 29, 2004, after which time it may change as the promissory note prescribes and maturing on October 15, 2006.

(b) All Debts. All present and future debts from William Barbaro , William Tong , WTJD, Ltd., Lakeside Bank, as trustee, under Trust Agreement dated December 7, 2001 and known as Trust Number 10-2316 and Lakeside Bank, as trustee, under Trust Agreement dated November 16, 1998 and known as Trust Number 10-2004 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.

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

MORTGAGOR:

Lakeside Bank, as trustee, under Trust Agreement dated November 16, 1998 and known as Trust Number 10-2004

By Vincent J. [Signature]
Authorized Signer **AND NOT PERSONALLY**

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

LENDER:

LAKESIDE BANK

By _____
Stan J. Bochnowski, Senior Vice President

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EXHIBIT A

PARCEL 1: LOTS 1, 2, 3, 4, 5, 6, 7, 14, 15, 31, 32, 33, 34 AND 35 (EXCEPT THAT PART OF SAID LOTS 31 TO 35 TAKEN FOR WIDENING 22ND STREET) IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 9 IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EASTERLY 2 FEET OF LOT 8 IN CRANE'S SUBDIVISION, SAID 2 FEET BEING 2 FEET IN FRONT ON ARCHER AVENUE AND RUNNING BACK IN UNIFORM WIDTH TO THE EASTERLY LINE OF MCGLASHAM STREET AND LYING ADJOINING TO THE BOUNDARY LINE BETWEEN SAID LOTS 8 AND 9 REFERENCE BEING HAD TO PLAT OF CRANE'S SUBDIVISION RECORDED FEBRUARY 25, 1854 IN BOOK 49 OF MAPS, PAGE 133, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 10 AND 11 AND THE WEST 1/2 OF LOT 12 IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE EASTERLY 1/2 OF LOT 12 AND ALL OF LOT 13 IN CRANE'S SUBDIVISION OF PART OF AN 8 ACRE TRACT IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

PARCEL 5: THAT PART OF LOTS 20, 21 AND 22 IN BLOCK 4 IN SOUTH BRANCH ADDITION TO CHICAGO, LYING EAST OF THE EAST LINE OF SOUTH CANAL STREET (EXCEPT THAT PART OF LOT 22 TAKEN AND USED FOR MCGLASHAM STREET), IN THE SOUTHEAST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

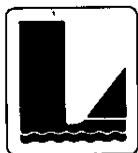
PARCEL 6: THAT PART OF LOTS 70, 71, 72, 73, 74, 75 AND 76 IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE THE EAST LINE OF SOUTH CANAL STREET, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7: LOT 8 EXCEPT THAT PART TAKE FOR STREET WIDENING, IN CRANE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2266 SOUTH ARCHER AVENUE AND 423 WEST 22ND PLACE, CHICAGO, ILLINOIS

PIN: #17-28-104-011, 17-28-105-020, 17-28-105-021, 17-28-105-025,
17-28-105-026, 17-28-105-023, 17-28-105-024, 17-28-104-010, 17-28-104-017
17-28-104-018, 17-28-104-019, 17-28-104-020, 17-28-104-021 AND
~~17-28-105-023~~

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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.