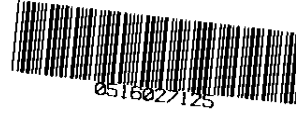


UNOFFICIAL COPY



Doc#: 0516027125
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 06/09/2005 04:57 PM Pg: 1 of 4

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 May 1, 2005. The parties and their addresses are:

MORTGAGOR:

LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MARCH 3, 1999 AND KNOWN AS TRUST NUMBER 10-2031
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 April 23, 2004 and recorded on May 10, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0413149032 and covered the following described Property:

LOTS 20, 21, AND 22 IN SUBDIVISION OF BLOCK 14 OF JOHNSTON, ROBERTS & STORR'S ADDITION TO CHICAGO IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #17-04-120-006, 17-04-420-007 AND 17-04-420-008

The property is located in Cook County at 1001-1007 North Orleans, Chicago, Illinois 60610.

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

UNOFFICIAL COPY

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. 6038099-05, dated April 23, 2004, from Mortgagor to Lender, with a maximum credit limit of \$500,000.00, with an initial variable interest rate of 6.25 percent per year until May 2, 2005, after which time it may change as the promissory note prescribes and maturing on May 1, 2006. 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 Mortgagor 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 3, 1999 and known as Trust Number 10-2031 AND NOT PERSONALLY

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

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

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

LENDER:

LAKESIDE BANK

By _____
Thomas Jung, Assistant Vice President

UNOFFICIAL COPY



Lakeside Bank

55 West Wacker Drive • Chicago, Illinois 60601-1699 • (312) 435-1623 • Fax (312) 578-4360

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.