

# UNOFFICIAL COPY



Doc#: 0526339048 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/20/2005 10:28 AM Pg: 1 of 4

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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 September 9, 2005. The parties and their addresses are:

**MORTGAGOR:**

**LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED SEPTEMBER 8, 2004 AND KNOWN AS TRUST NUMBER 10-2741 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 September 14, 2004 and recorded on September 22, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0426639087 and Re-Recorded on January 25, 2005 at the Recorder of Deeds as Document Number 0502503138 and covered the following described Property:

LOT 13, (EXCEPT THE WEST 6.5 FEET THEREOF), LOT 14, LOT 15, LOTS 16 AND 17 IN BLOCK 4 IN ARCHER ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #17-28-212-003 and 17-28-212-002

The property is located in Cook County at 309-313 West 23rd Street, Chicago, Illinois 60616.

CHICAGO NO ABSTRACT

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**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. 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 \$7,420,000.00. 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. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 1063269-25, dated September 14, 2004, from Richland Group Enterprises Incorporated, Richland/23rd Street, LLC and Lakeside Bank, as trustee, under Trust Agreement dated September 8, 2004 and known as Trust Number 10-2741 (Borrower) to Lender, with a loan amount of \$7,420,000.00, with an initial variable interest rate of 6.5 percent per year until September 10, 2005, after which time it may change as the promissory note prescribes and maturing on March 14, 2007.

(b) All Debts. All present and future debts from Richland Group Enterprises Incorporated, Richland/23rd Street, LLC and Lakeside Bank, as trustee, under Trust Agreement dated September 8, 2004 and known as Trust Number 10-2741 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 September 8, 2004 and known as Trust Number 10-2741 **AND NOT PERSONALLY**

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

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

**OFFICER**  
**AND MADE A PART HEREOF.**



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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.