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Doc#: 0527703137 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/04/2005 04:55 PM Pg: 1 of 3

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 3, 2005. The parties and their addresses are:

MORTGAGOR:

DOUGLAS G. BOEHM
Spouse of Alicia J. Boehm
1410 North State Street, #26B
Chicago, Illinois 60610

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 12, 2005 and recorded on April 25, 2005 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0511503154 and covered the following described Property:

UNIT NUMBER 26B, IN 1410 NORTH STATE PARKWAY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 15 TO 18, IN LOT "A" OF BLOCK 2 IN THE SUBDIVISION OF LOT A" OF BLOCK 1 AND LOT "A" OF BLOCK 2, IN THE CATHOLIC BISHOP OF CHICAGO, A SUBDIVISION OF LOT 13, IN BRONSON'S ADDITION TO CHICAGO, IN THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25784879, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. PIN: #17-04-211-036-1048

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The property is located in Cook County at 1410 North State Street, #26B, Chicago, Illinois 60610.

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 \$60,000.00. 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 renewal note or other agreement, No. 6562259-01, dated October 3, 2005, from Douglas G. Boehm and Alicia Forestall Boehm (Borrower) to Lender, with a loan amount of \$60,000.00, with an interest rate of 7.75 percent per year and maturing on April 12, 2006.

(b) All Debts. All present and future debts from Douglas G. Boehm and Alicia Forestall Boehm 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:

Douglas G. Boehm
Douglas G. Boehm
Individually

Alicia Boehm
ALICIA BOEHM TO WAIVE HOMESTEAD
RIGHTS ONLY

LENDER:

LAKESIDE BANK

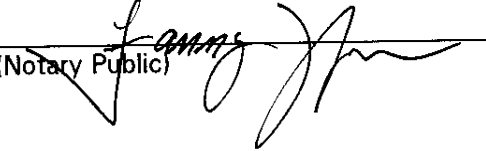
By Suzanne Henson
Suzanne Henson, Vice President

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ACKNOWLEDGMENT.

(Individual)

County OF Cook, State OF Illinois ss.
 This instrument was acknowledged before me this 3rd day of October, 2005
 by Douglas G. Boehm, spouse of Alicia J. Boehm. AND ALICIA BOEHM, SPOUSE OF DOUGLAS BOEHM
 My commission expires:

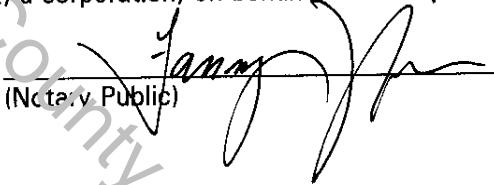

 (Notary Public)

"OFFICIAL SEAL"
 FANNY YUEN
 Notary Public, State of Illinois
 My Commission Expires 8/17/07

Property of Cook County Clerk's Office

(Lender Acknowledgment)

County OF Cook, State OF Illinois ss.
 This instrument was acknowledged before me this 3rd day of Oct, 2005
 by Suzanne Henson -- Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.
 My commission expires:


 (Notary Public)

"OFFICIAL SEAL"
 FANNY YUEN
 Notary Public, State of Illinois
 My Commission Expires 8/17/07