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Doc#: 0603310083 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/02/2006 11:24 AM 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 January 25, 2006. The parties and their addresses are:

MORTGAGOR: CHICAGO TITLE LAND TRUST COMPANY
~~CHICAGO TITLE INSURANCE COMPANY~~, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MARCH 22, 2000 AND KNOWN AS TRUST NUMBER 1108305
A Trust
171 North Clark Street
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 24, 2004 and recorded on October 13, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0428719141 and covered the following described Property:

PARCEL 1: LOT 27 (EXCEPT THE SOUTHEASTERLY 8.19 FEET OF THE SOUTHWESTERLY 18.34 FEET THEREOF) IN THE CHINATOWN SQUARE SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 8, 1991 AS DOCUMENT NUMBER 91218654, IN COOK COUNTY, ILLINOIS. **PARCEL 2:** LOTS 35, 36 AND 37, IN THE CHINATOWN SQUARE SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #17-21-431-027, 17-21-431-035, 17-21-431-036 AND 17-21-431-037

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The property is located in Cook County at 2100, 2022 and 2024 South Archer Avenue and 2017 South Wells Street, Chicago, Illinois 60616.

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 \$2,050,000.00. 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. 1508049-01, dated September 24, 2004, from East Point Property, Inc., John Lee, Wendy Lee and Chicago Title Insurance Company, as trustee, under Trust Agreement dated March 22, 2000 and known as Trust Number 1108305 (Borrower) to Lender, with a loan amount of \$2,050,000.00, with an initial interest rate of 702.0 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on July 19, 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 East Point Property, Inc., John Lee, Wendy Lee and Chicago Title Insurance Company, as trustee, under Trust Agreement dated March 22, 2000 and known as Trust Number 1108305 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.

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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: CHICAGO TITLE LAND TRUST COMPANY

~~Chicago Title Insurance Company~~, as trustee, under Trust Agreement dated March 22, 2000 and known as Trust Number 1108305

By Sheila Dugent
Authorized Signer ASST. VICE PRESIDENT

By _____
Authorized Signer **Attestation not required**
pursuant to corporate by-laws.

LENDER:

LAKESIDE BANK

By _____
Stan J. Bochnowski, Senior Vice President

ACKNOWLEDGMENT.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, covenants, representations, undertakings and agreements herein made on the part of the Trustee are to form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

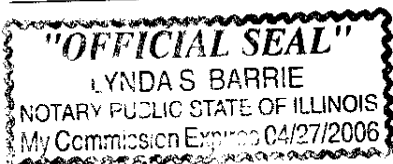
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SHEILA DAVENPORT, ASST. VICE PRESIDENT and _____
_____ CHICAGO TITLE LAND TRUST COMPANY
for _____ as Trustee, and not personally,
under Trust Agreement dated March 22, 2000 and known as Trust # 1108305 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 the said instrument as their own free and voluntary act, for the uses and purposes therein set forth on this 31ST day of January, 2006

Lynda S. Barrie
NOTARY PUBLIC

Commission Expires:



Property of Cook County Clerk's Office