

# UNOFFICIAL COPY



Doc#: 0633944081 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/05/2006 05:01 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 October 1, 2006. The parties and their addresses are:

**MORTGAGOR:**

**LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED OCTOBER 4, 2004 AND KNOWN AS TRUST NUMBER 10-2748**  
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 October 8, 2004 and recorded on October 12, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0428618116 and covered the following described Property:

LOT 29 IN SUB-BLOCK 2 IN CUSHMAN'S RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 4 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #14-32-219-043

The property is located in Cook County at 2100 North Dayton Street, Chicago, Illinois 60614.

**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:

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ASM

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**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 \$1,500,000.00. 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. 6050519-03, dated September 27, 2005, from William Olenick, Jean K. Olenick and Lakeside Bank, as trustee, under Trust Agreement dated October 4, 2004 and known as Trust Number 10-2748 (Borrower) to Lender, with a loan amount of \$1,500,000.00 and maturing on April 1, 2007.

(b) All Debts. All present and future debts from William Olenick, Jean K. Olenick and Lakeside Bank, as trustee, under Trust Agreement dated October 4, 2004 and known as Trust Number 10-2748 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 October 4, 2004 and known as Trust Number 10-2748 AND NOT PERSONAL

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 [Signature]  
James P. McGrogan, Assistant Vice President

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STATE OF ILLINOIS )

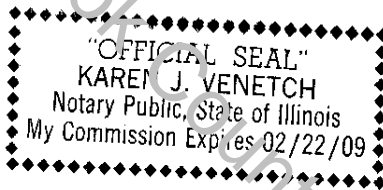
) SS

COUNTY OF COOK )

I, KAREN J. VENETCH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that VINCENT J. TOLVE, EXECUTIVE VICE PRESIDENT AND TRUST OFFICER and THOMAS J. SPANGLER, ASST. TRUST OFFICER for LAKESIDE BANK as Trustee, and not personally, under Trust Agreement dated OCTOBER 4, 2004 and known as Trust No. 10-2748 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 1<sup>ST</sup> day of OCTOBER, 2006

Karen J. Venetch  
NOTARY PUBLIC

Commission Expires:

FEBRUARY 22, 2009

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**Lakeside Bank**

55 West Wacker Drive • Chicago, Illinois 60601-1699 • (312) 435-5100 • Fax (312) 726-2383

## 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.

Property of Lakeside Bank's Office