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Doc#: 0701244096 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/12/2007 05:03 PM Pg: 1 of 5

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 November 19, 2006. The parties and their addresses are:

MORTGAGOR:

LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MARCH 17, 2003 AND KNOWN AS TRUST NUMBER 10-2503
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 March 19, 2003 and recorded on March 23, 2003 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0030422153 and covered the following described Property:

SEE ATTACHED EXHIBIT A.

The property is located in Cook County at 10.3 acres of vacant land at Portage Run and Lake Avenue, Glenview, Illinois 60025.

- 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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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 \$421,273.06. 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. 6047109-01, dated March 19, 2003, from Portage Run, LLC, Lakeside Bank, as trustee, under Trust Agreement dated March 17, 2003 and known as Trust Number 10-2503, John J. Keich, Christine A. Keich and Brownstone Properties, Inc (Borrower) to Lender, with a loan amount of \$426,273.06, with an initial interest rate of 9.25 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on March 19, 2007.

(b) All Debts. All present and future debts from Portage Run, LLC, Lakeside Bank, as trustee, under Trust Agreement dated March 17, 2003 and known as Trust Number 10-2503, John J. Keich, Christine A. Keich and Brownstone Properties, Inc. 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 17, 2003 and known as Trust Number 10-2503 **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.

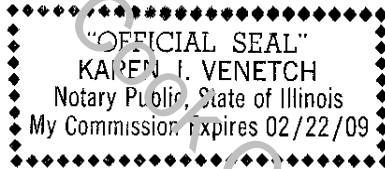
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 MARCH 17, 2003 and known as Trust No. 10-2503 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 19TH day of NOVEMBER, 2006

Karen J. Venetch
NOTARY PUBLIC

Commission Expires:
FEBRUARY 22, 2009



Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

PARCEL 1: LOTS 4 & 5 IN PORTAGE RUN ESTATES SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 2003 AS DOCUMENT NO. 0322010026, IN THE VILLAGE OF GLENVIEW, COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINE IN DOCUMENT NOS. 13247542 AND 14655276 AND CONTAINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0317710066 AND AS SHOWN ON THE PLAT OF PORTAGE RUN ESTATES SUBDIVISION FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 04-29-400-049-0000 & 04-29-400-043-0000

PREPARED BY COOK County Clerk's Office

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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.

County Clerk's Office