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Doc#: 0711618118 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/26/2007 04:46 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

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is April 1, 2007. The parties and their addresses are:

MORTGAGOR:

~~North Star Trust Company of Cook County Trustee~~
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.

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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 \$1,533,000.00. 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 \$1,533,000.00 and maturing on July 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.

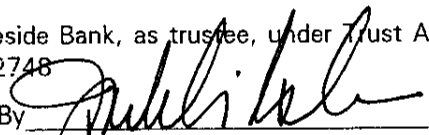
3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

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:

North Star Trust Company as Successor Trustee

Lakeside Bank, as trustee, under Trust Agreement dated October 4, 2004 and known as Trust Number 10-2748

By 
Authorized Signer

By 
Authorized Signer

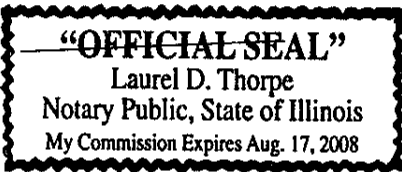
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Laurel D. Thorpe a Notary Public in and for said County, in the State aforesaid, do hereby certify that Justin Isha Vice President and _____ for North Star Trust Company as Successor Trustee under Trust Agreement dated 10/8/04 and known as Trust # 10-2747 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 23rd day of April 2007

Laurel D. Thorpe
NOTARY PUBLIC

Commission Expires:



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