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Doc#: 0715118138 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/31/2007 04:51 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 April 1, 2007. The parties and their addresses are:

~~CHICAGO TITLE LAND TRUST COMPANY~~
MORTGAGOR: AS SUCCESSOR TRUSTEE TO
~~AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MAY 23, 1996 AND KNOWN AS TRUST NUMBER 121674-09~~
A Trust
~~88 North La Salle Street~~ / 171 W. MARION ST. - 17th FL
Chicago, Illinois 60602

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 23, 2004 and recorded on April 28, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0411949122 and covered the following described Property:

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 14 IN PERCE'S ADDITION TO HOLSTEIN IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-31-310-015.

The property is located in Cook County at 1820-28 North Winnebago Avenue., Chicago, Illinois 60647.

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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. 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. 6085749-01, dated March 23, 2004, from Mortgagor to Lender, with a loan amount of \$250,000.00, with an interest rate of 6.75 percent per year and maturing on April 1, 2012.

(b) All Debts. All present and future debts from Mortgagor 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.

*** CHICAGO TITLE LAND TRUST COMPANY**

MORTGAGOR: AS SUCCESSOR TRUSTEE TO

American National Bank and Trust Company of Chicago, as trustee, under Trust Agreement dated May 23, 1996 and known as Trust Number 121674-09 *and not personally*

By Glen J. Richter TRUST OFFICER
Authorized Signer

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

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:

LAKESIDE BANK

By _____
David V. Pinkerton, Executive Vice President

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, **Natalie Foster**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ~~**GLENN J. RICHTER**~~, ~~**TRUST OFFICER**~~
CHICAGO TITLE LAND TRUST COMPANY-Trustee, and not personally, under Trust Agreement dated 5/23/96 and known as Trust # 121674-09 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 29TH day of MAY, 2007.

Commission Expires:



Natalie Foster
 NOTARY PUBLIC

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