

# UNOFFICIAL COPY



Doc#: 0805122133 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/20/2008 05:01 PM Pg: 1 of 4

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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

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is December 6, 2007. The parties and their addresses are:

**MORTGAGOR:**

**WESTERN SPRINGS NATIONAL BANK AND TRUST, AS TRUSTEE, UNDER TRUST AGREEMENT DATED NOVEMBER 10, 1995 AND KNOWN AS TRUST NUMBER 3518**  
A Trust  
4456 Wolf Road  
Western Springs, Illinois 60558

**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 August 9, 2007 and recorded on August 20, 2007 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0723218123 and covered the following described Property:

LOTS 21 TO 24, (EXCEPTING FROM SAID LOTS THAT PART THEREOF TAKEN FOR WIDENING OF STATE STREET) IN BLOCK 9 IN PRYOR AND HOPKIN'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PIN: 20-03-112-001-0000, 20-03-112-002-0000, 20-03-112-003-0000, 20-03-112-004-0000, 20-03-112-005-0000 and 20-03-112-006-0000.

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The property is located in Cook County at 4101-19 South State Street, Chicago, Illinois 60609.

**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 \$150,000.00. 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. 6052469-03, dated August 9, 2007, from Pekin, Inc. and Western Springs National Bank and Trust, as trustee, under Trust Agreement dated November 10, 1995 and known as Trust Number 3518 (Borrower) to Lender, with a loan amount of \$170,000.00, with an initial interest rate of 8.0 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on March 9, 2008. 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 Pekin, Inc. and Western Springs National Bank and Trust, as trustee, under Trust Agreement dated November 10, 1995 and known as Trust Number 3518 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:**

Western Springs National Bank and Trust, as trustee, under Trust Agreement dated November 10, 1995 and known as Trust Number 3518

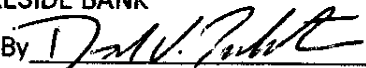
By Daniel N. Wlobos  
Authorized Signer TRUST OFFICER

By Vance E. Johnson  
Authorized Signer VANCE E. JOHNSON

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**LENDER:**

LAKESIDE BANK

By   
David V. Pinkerton, Executive Vice President**ACKNOWLEDGMENT.**

This **MODIFICATION of MORTGAGE** is executed by WESTERN SPRINGS NATIONAL BANK AND TRUST, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by WESTERN SPRINGS NATIONAL BANK AND TRUST, are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against WESTERN SPRINGS NATIONAL BANK AND TRUST, by reason of any of the covenants, statements, representations or warranties contained in this document. This document is executed based solely upon information and belief furnished by the beneficiary or beneficiaries of the aforesaid Trust. The Trustee has no personal knowledge of the facts or statements herein contained.

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF COOK )

I, Lorna George, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DANIEL N. WLODEK, Vice-President & Trust Officer and VANCE E. HALVORSON, Sr. Vice-President/Asst. TO for WESTERN SPRINGS NATIONAL BANK and TRUST as Trustee, and not personally, under Trust Agreement dated November 10, 1995 and known as Trust # 3518 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 13th day of February, 2008



Lorna J. George  
NOTARY PUBLIC

Commission Expires:  
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Cook County Clerk's Office