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Doc#: 0809822101 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/07/2008 04:56 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 March 17, 2008. The parties and their addresses are:

MORTGAGOR:

THEODORE Y. MARK
1332 South Prairie Avenue
Chicago, Illinois 60605

JUDY Y. MARK
1332 South Prairie Avenue
Chicago, Illinois 60605

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 June 27, 2001 and recorded on July 11, 2001 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 0010610577 and covered the following described Property:

LOTS 1, 2 AND 3 (EXCEPT THAT PART OF LOTS 2 AND 3 LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 2, 11 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 2 TO A POINT IN THE SOUTH LINE OF SAID LOT 3, 30 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 3) IN BLOCK 2 IN HODGE'S SUBDIVISION OF BLOCKS 2 AND 8 AND PART OF BLOCKS 1 AND 9 OF F.C. SHERMAN ETAL SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Theodore Y. Mark
Illinois Real Estate Modification
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Initials _____
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PIN: 17-28-402-020-000 AND 17-28-402-021-0000

The property is located in Cook County at 235-241 West 26th Street, Chicago, Illinois 60606.

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 \$675,000.00. 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. 6037689-18, dated June 27, 2001, from Mortgagor to Lender, with a loan amount of \$675,000.00, with an interest rate of 6.0 percent per year and maturing on March 1, 2013.

(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.

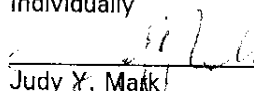
3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:


Theodore Y. Mark

Individually


Judy Y. Mark

Individually

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LENDER:

LAKESIDE BANK

By _____
Stan J. Bochnowski, Executive Vice President

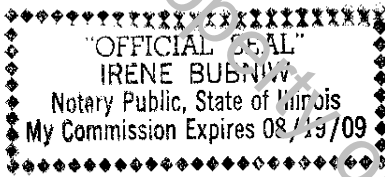
ACKNOWLEDGMENT.

(Individual)

STATE OF Illinois, County OF Cook ss.
This instrument was acknowledged before me this 2nd day of April, 2008
by Theodore Y. Mark .

My commission expires:

[Signature]
(Notary Public)



(Individual)

STATE OF Illinois, County OF Cook ss.
This instrument was acknowledged before me this 2nd day of April, 2008
by Judy Y. Mark .

My commission expires:

[Signature]
(Notary Public)

