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Doc#: 0815518092 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/03/2008 05:08 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 12, 2008. The parties and their addresses are:

MORTGAGOR:

NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO LAKESIDE BANK UNDER TRUST AGREEMENT DATED OCTOBER 5, 2006 AND KNOWN AS TRUST NUMBER 10-2896

A 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 12, 2006 and recorded on October 31, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0630433088 and covered the following described Property:

THE NORTH 50 FEET (EXCEPT THE EAST PART TAKEN FOR AN ALLEY), OF THE SOUTH 273 FEET OF THE WEST 1/2 OF BLOCK 41 IN EVANSTON, IN PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS. PARCEL 2: THE SOUTH 60 FEET (EXCEPT THE EAST PART THEREOF TAKEN OR USED FOR ALLEY) OF THE NORTH 217 FEET OF THE WEST HALF OF BLOCK 41 IN EVANSTON IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #11-18-328-003 and 11-18-328-004

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The property is located in Cook County at 1319-1323 North Maple Avenue, Evanston, Illinois 60201.

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. 1676639-01, dated October 12, 2006, from 1323 North Maple LLC and North Star Trust Company, successor trustee to Lakeside Bank under Trust Agreement dated October 5, 2006 and known as Trust Number 10-2896 (Borrower) to Lender, with a loan amount of \$5,712,356.00, with an initial interest rate of 5.25 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on January 12, 2009. 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 1323 North Maple LLC and North Star Trust Company, successor trustee to Lakeside Bank under Trust Agreement dated October 5, 2006 and known as Trust Number 10-2896 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.

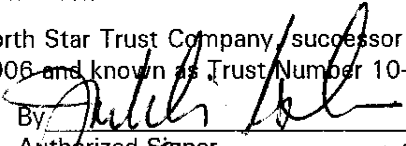
(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

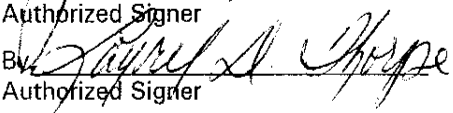
3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

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:

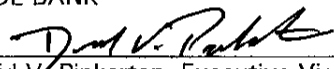
North Star Trust Company, successor trustee to Lakeside Bank under Trust Agreement dated October 5, 2006 and known as Trust Number 10-2896

By 
Authorized Signer

By 
Authorized Signer

LENDER:

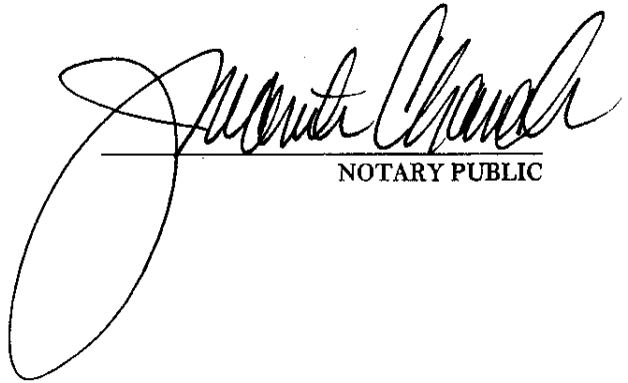
LAKESIDE BANK

By 
David V. Pinkerton, Executive Vice President

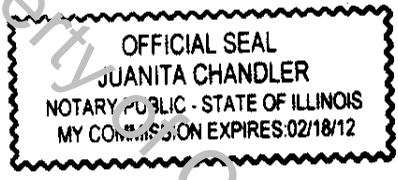
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, ~~President~~ **Vice President** and _____ for _____ as Trustee, and not personally, under Trust Agreement dated 10-5-06 and known as Trust # 10-2846 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 28th day of May, 2007



NOTARY PUBLIC



Commission Expires:

Cook County Clerk's Office