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Doc#: 0827618102 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/02/2008 05:02 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 August 14, 2008. The parties and their addresses are:

MORTGAGOR:

RONALD F. KELLY
1450 West Polk Street
Chicago, IL 60607

LENDER:

LAKESIDE BANK
Organized and existing under the laws of Illinois
55 W. WACKER DRIVE
CHICAGO, IL 60601

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated October 14, 2005 and recorded on October 20, 2005 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 0529310103 and covered the following described Property:

Lot 6 in Block 1 of the Subdivision of Block 47 in the Canal Trustees Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

PIN: 17-17-326-019-0000

The property is located in Cook County at 1315 West Taylor Street, Chicago, Illinois 60607.

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:

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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. 6048119-06, dated October 14, 2005, from K & H Land Development, LLC, North Star Trust Company, as Successor Trustee to Lakeside Bank u/t/a dated August 21, 2003 a/k/a Trust No. 10-2556 and North Star Trust Company, as Successor Trustee to Lakeside Bank u/t/a dated August 9, 2005 a/k/a Trust No. 10-2818 (Borrower) to Lender, with a maximum credit limit of \$395,504.22, with an initial interest rate of 5.5 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on November 14, 2008. One or more of the debts secured by this Security Instrument contains a future advance provision.

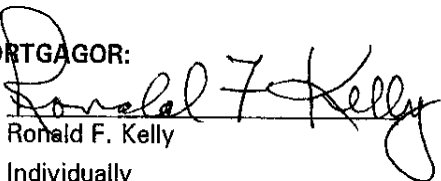
(b) All Debts. All present and future debts from K & H Land Development, LLC, North Star Trust Company, as Successor Trustee to Lakeside Bank u/t/a dated August 21, 2003 a/k/a Trust No. 10-2556 and North Star Trust Company, as Successor Trustee to Lakeside Bank u/t/a dated August 9, 2005 a/k/a Trust No. 10-2818 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:


Ronald F. Kelly

Individually

LENDER:

LAKESIDE BANK

By 

James P. McGrogan, Vice President

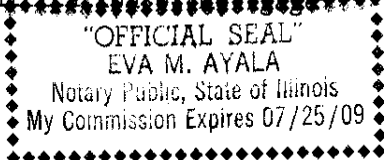
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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLNOIS

COUNTY OF COOK

On the 24th day of September, 2008, before me personally came Ronald Kelly, to me known to be the individual described in and who executed this Modification hereof and acknowledged to me that he executed the same.



Eva M Ayala
Notary Public

My Commission expires 7.25.09

(Lender Acknowledgment)

State OF Illinois County OF Cook ss.

This instrument was acknowledged before me this 24th day of September, 2008 by James P. McGrogan -- Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:

Eva M Ayala
(Notary Public)

