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Doc#: 0906418068 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/05/2009 04:55 PM Pg: 1 of 4

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 October 1, 2007. The parties and their addresses are:

MORTGAGOR: North Star Trust Company as Successor Trustee to
LAKESIDE BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED AUGUST 4, 1995 AND KNOWN
AS TRUST NO. 10-1697
An Illinois 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 1, 1999 and recorded on October 7, 1999 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 99950965 and covered the following described Property:

SEE ATTACHED EXHIBIT A


The property is located in Cook County at 4900 South Chicago Beach Drive, Chicago, Illinois 60615.

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:

Indian Village Development Corporation
Illinois Real Estate Modification
IL/4XXXbalcd00022000005848004111907Y

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Initials
Page 1

Ln # 6035369-03.

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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 \$331,808.38. 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. 6035369-03, dated October 1, 1995, from Indian Village Development Corporation, John F. Kretchmar and Lakeside Bank, as trustee, under Trust Agreement dated August 4, 1995 and known as Trust No. 10-1697 (Borrower) to Lender, with a loan amount of \$331,808.38, with an interest rate of 10.25 percent per year and maturing on October 1, 2008.

(b) All Debts. All present and future debts from Indian Village Development Corporation, John F. Kretchmar and Lakeside Bank, as trustee, under Trust Agreement dated August 4, 1995 and known as Trust No. 10-1697 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 as Successor Trustee to

Lakeside Bank, as trustee, under Trust Agreement dated August 4, 1995 and known as Trust No. 10-1697

By *[Signature]*
Authorized Signer

By *[Signature]*
Authorized Signer

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STATE OF ILLINOIS)

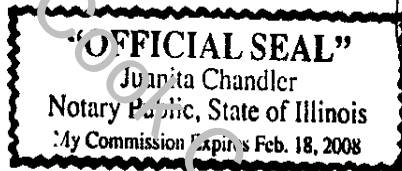
) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maritza Castillo, **TRUST OFFICER** and TRUST OFFICER for **NORTH STAR TRUST COMPANY** as Trustee, and not personally, under Trust Agreement dated 8/4/95 and known as Trust # 10-1697 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 27th day of December, 2007.

Junita Chandler
 NOTARY PUBLIC

Commission Expires:



Property of Cook County Clerk's Office

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TOTAL P.02
P.02

57%

WABASH 1ST FLOOR

OCT-23-2002 14:57

EXHIBIT A

UNITS P-1, P-2, P-34, P-39, P-40, P-41, P-42, P-45, P-46, P-47, P-48, P-49, P-50, P-51, P-52, P-54, P-55, P-58, P-68, P-69, P-71, P-72, P-73, P-75, P-76, P-78, P-79, P-80, P-81, P-82, P-83, P-84, P-85, P-86, P-87, P-88, P-89, P-90, P-91, P-92, P-93, P-94, P-95, P-96, P-97, P-98, P-99, P-100, P-8, P-9 AND P-10 AFFECTS TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN INDIAN VILLAGE PARKING CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 95851051, AS AMENDED, IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- A 6. GENERAL REAL ESTATE TAXES FOR THE YEARS 2001 AND 2002.
- TAX NO. 20-12-103-026-1001 (AFFECTS P-1), 20-12-103-026-1002 (AFFECTS P-2),
 - 20-12-103-026-1031 (AFFECTS P-34), 20-12-103-026-1036 (AFFECTS P-39),
 - 20-12-103-026-1037 (AFFECTS P-40), 20-12-103-026-1038 (AFFECTS P-41),
 - 20-12-103-026-1039 (AFFECTS P-42), 20-12-103-026-1042 (AFFECTS P-45),
 - 20-12-103-026-1043 (AFFECTS P-46), 20-12-103-026-1044 (AFFECTS P-47),
 - 20-12-103-026-1045 (AFFECTS P-48), 20-12-103-026-1046 (AFFECTS P-49),
 - 20-12-103-026-1047 (AFFECTS P-50), 20-12-103-026-1048 (AFFECTS P-51),
 - 20-12-103-026-1049 (AFFECTS P-52), 20-12-103-026-1051 (AFFECTS P-54),
 - 20-12-103-026-1052 (AFFECTS P-55), 20-12-103-026-1055 (AFFECTS P-58),
 - 20-12-103-026-1063 (AFFECTS P-68), 20-12-103-026-1066 (AFFECTS P-69),
 - 20-12-103-026-1068 (AFFECTS P-71), 20-12-103-026-1072 (AFFECTS P-72),
 - 20-12-103-026-1070 (AFFECTS P-73), 20-12-103-026-1072 (AFFECTS P-75),
 - 20-12-103-026-1073 (AFFECTS P-76), 20-12-103-026-1075 (AFFECTS P-78),
 - 20-12-103-026-1076 (AFFECTS P-79), 20-12-103-026-1077 (AFFECTS P-80),
 - 20-12-103-026-1078 (AFFECTS P-81), 20-12-103-026-1079 (AFFECTS P-82),
 - 20-12-103-026-1080 (AFFECTS P-83), 20-12-103-026-1081 (AFFECTS P-84),
 - 20-12-103-026-1082 (AFFECTS P-85), 20-12-103-026-1083 (AFFECTS P-86),
 - 20-12-103-026-1084 (AFFECTS P-87), 20-12-103-026-1085 (AFFECTS P-88),
 - 20-12-103-026-1086 (AFFECTS P-89), 20-12-103-026-1087 (AFFECTS P-90),
 - 20-12-103-026-1088 (AFFECTS P-91), 20-12-103-026-1089 (AFFECTS P-92),
 - 20-12-103-026-1090 (AFFECTS P-93), 20-12-103-026-1091 (AFFECTS P-94),
 - 20-12-103-026-1092 (AFFECTS P-95), 20-12-103-026-1093 (AFFECTS P-96),
 - 20-12-103-026-1094 (AFFECTS P-97), 20-12-103-026-1095 (AFFECTS P-98),
 - 20-12-103-026-1096 (AFFECTS P-99), 20-12-103-026-1097 (AFFECTS P-100),
 - 20-12-103-026-1100 (AFFECTS P-8), 20-12-103-026-1101 (AFFECTS P-9),
 - 20-12-103-026-1102 (AFFECTS P-10), VOL. 255.

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