

# UNOFFICIAL COPY



Doc#: 0909831107 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/08/2009 03:58 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 26, 2009. The parties and their addresses are:

**MORTGAGOR:**

**NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK, U/T/A DATED SEPTEMBER 9, 2002 AND KNOWN AS TRUST NUMBER 10-2420**  
An Illinois Trust  
500 West Madison Street, Ste 3150  
Chicago, IL 60661

**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 June 22, 2004 and recorded on August 13, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0422642074 and covered the following described Property:

LOT 11 IN BLOCK 1 IN COLUMBIAN LAND ASSOCIATION ADDITION TO HIGH RIDGE IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-06-204-017

The property is located in Cook County at 6328 North Clark Street, Chicago, Illinois 60640.

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**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. 6041579-04, dated June 22, 2004, from Robert J. Markley, North Star Trust Company, as successor trustee to Lakeside Bank, u/t/a dated June 16, 2004 and known as Trust Number 10-2710 and North Star Trust Company, as successor trustee to Lakeside Bank, u/t/a dated September 9, 2002 and known as Trust Number 10-2420 (Borrower) to Lender, with a loan amount of \$392,753.16, with an interest rate of 6.5 percent per year and maturing on March 22, 2012.

(b) All Debts. All present and future debts from Robert J. Markley, North Star Trust Company, as successor trustee to Lakeside Bank, u/t/a dated June 16, 2004 and known as Trust Number 10-2710 and North Star Trust Company, as successor trustee to Lakeside Bank, u/t/a dated September 9, 2002 and known as Trust Number 10-2420 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.

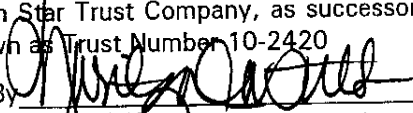
(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

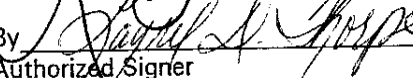
**3. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**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, u/t/a dated September 9, 2002 and known as Trust Number 10-2420

By   
Authorized Signer

By   
Authorized Signer

**LENDER:**

LAKESIDE BANK

By   
James P. McGrogan, Vice President

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STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, She Undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maritza Castillo, Trust Officer and Laurel Thorpe, Trust Officer for Northstar Trust as Trustee, and not personally, under Trust Agreement dated 9/9/02 and known as Trust # 102420 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 3rd day of April, 2009

Therese M. Lohse  
NOTARY PUBLIC

Commission Expires:



COOK County Clerk's Office