



Doc#: 0918349063 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/02/2009 01:58 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 June 22, 2009. The parties and their addresses are:

MORTGAGOR:

JANOSIK BANQUET, INC.
An Illinois Corporation
9126 South Roberts Road
Hickory Hills, IL 60457

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 March 16, 2007 and recorded on April 2, 2007 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0709255074 and covered the following described Property:

PARCEL 1: LOT 11 (EXCEPT THE NORTHERLY 50 FEET THEREOF) AND LOT 12 (EXCEPT THE NORTHERLY 50 FEET THEREOF) IN MOWATT'S HIGHLANDS MEADOW SUBDIVISION OF THE NORTH 10 ACRES (EXCEPT THE NORTH 16-1/2 FEET) OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: LOTS 13 AND 14 IN MOWATT'S HIGHLANDS MEADOW SUBDIVISION OF THE NORTH 10 ACRES (EXCEPT THE NORTH 16-1/2 FEET) OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 23-02-422-014, 23-02-422-011 AND 23-02-422-012

6769239-1
FREEDOM TITLE CORP.

UNOFFICIAL COPY

The property is located in Cook County at 9126 South Roberts Road, Hickory Hills, Illinois 60457.

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 \$1,300,848.00. 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. 6057309-01, dated March 16, 2007, from Janosik Banquet, Inc., Stanislaw Nowobilski and Teresa Nowobilski (Borrower) to Lender, with a loan amount of \$1,300,848.00, with an interest rate of 7.0 percent per year and maturing on March 29, 2012.

(b) **All Debts.** All present and future debts from Janosik Banquet, Inc., Stanislaw Nowobilski and Teresa Nowobilski 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. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

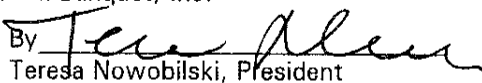
(c) **Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

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:

Janosik Banquet, Inc.

By 
Teresa Nowobilski, President

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LENDER:

LAKESIDE BANK

By [Signature]
Thomas E. Matug, Assistant Vice President

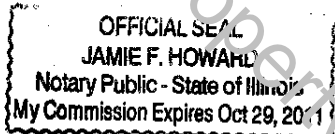
ACKNOWLEDGMENT.

(Business or Entity)

State OF Illinois, County OF Cook ss.
This instrument was acknowledged before me this 25 day of June, 2009
by Teresa Nowobilski - President of Janosik Banquet, Inc. an Illinois corporation, on behalf of the corporation.

My commission expires:

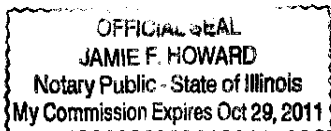
[Signature]
(Notary Public)



(Lender Acknowledgment)

State OF Illinois, County OF Cook ss.
This instrument was acknowledged before me this 25 day of June, 2009
by Thomas E. Matug -- Assistant Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:



[Signature]
(Notary Public)