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Doc#: 0921639026 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/04/2009 01:57 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 23, 2009. The parties County Clarks and their addresses are:

MORTGAGOR:

855 W. DICKENS CORP.

An Illinois Corporation 2112 North Kenmore Avenue Chicago, IL 60614-4112

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 23/2008 and recorded on July 2, 2008 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0818433105 and covered the following described Property:

LOT 45 IN BLOCK 7 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 IN SHEFFIELD'S ADDITION TO THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-32-227-005

The property is located in Cook County at 2053 North Freemont Street, Chicago, Illinois 60614-4311.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

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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 and Future Advances. 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. 6042959-05, dated June 23, 2008, from Mortgagor to Lender, with a maximum credit limit of \$200,000.00, with an interest rate of 6.0 percent per year and maturing on September 23, 2009.
 - (b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the Event that Lender fails to provide any required notice of the right of rescission, Lender waives any subjectuent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to juffill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.
 - Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than or e 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 55 of Regulation Z.
 - (d) 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:

855 W. Dicke

Michael Gibbs, President/Secretary

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LENDER:
LAKESIDE BANK
By David V. Pinkerton, Executive Vice President
ACKNOWLEDGMENT. (Business or Entity) OFOF
My conmission expires:
(Notary Public)
(Notary Public) OFFICIAL SEAL CARLA AGOSTINELLI NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 07/28/2013
(Lender Acknewledgment) OF WO SE. This instrument was acknowledged before me this day of VISE of the corporation. My commission expires: (Notary Public)

OFFICIAL SEAL
CARLA AGOSTINELLI
MOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 07/25/2013