# UNOFFICIAL COPY



Doc#: 0922434070 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/12/2009 01:46 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

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 Mudification (Modification) is July 1, 2009. The parties and County Clark's Office their addresses are:

#### MORTGAGOR:

STEVEN A. GREENBERG

976 Oak Terrace Glencoe, IL 60022

STACY GREENBERG

976 Oak Terrace Glencoe, IL 60022

#### 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 September 26, 2008 and recorded on October 1, 2008 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0827533005 and covered the following described Property:

THAT PART OF LOTS 3, 4, 8 AND 9 IN BLOCK 2 IN SYLVAN NEWHALL'S SUBDIVISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF SHERIDAN ROAD AND EAST OF THE RIGHT OF WAY OF C.N.S. AND M.R.R. COMPANY (EXCEPT THAT PART OF SAID LOT 3 LYING NORTHERLY OF A LINE 192 FEET MEASURED ALONG THE WESTERLY LINE OF FOREST AVENUE, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3) AND (EXCEPT THE WEST 200 FEET OF SAID LOT 8) ALSO (EXCEPTING THAT PART OF SAID LOT 9 LYING NORTH OF A LINE DRAWN EAST AND WEST THROUGH SAID LOT, SAID LINE BEING EQUIDISTANT FROM

0922434070 Page: 2 of 4

### UNOFFICIAL CO

THE NORTH AND SOUTH LINES OF SAID LOT AND EXCEPTING THE WEST 200 FEET OF SOUTH 1/2 OF LOT 9), IN GLENCOE, COOK COUNTY, ILLINOIS.

PIN: 05-06-304-008-0000, 05-06-304-011-0000, 05-06-304-017-0000, 05-06-304-018-0000

The property is located in Cook County at 976 Oak Terrace, Glencoe, Illinois 60022.

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. 6060209-01, dated September 26, 2008, from Steven F. Greenberg , Stacy- Greenberg and Greenberg Family Limited Partnership (Borrower) to Lender, with a loan amount of \$812,113.55, with an initial interest rate of 5.0 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on July 1, 2010.
    - (b) All Debts. All present and future debts from Steven A. Greenberg , Stacy Greenberg and Greenberg Family Limited Purmership 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 cender 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 defired 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 Mourtication 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 Cer.der 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:

Stever A. Greenberg

Stacy Greenberg

Individually

Individually

0922434070 Page: 3 of 4

## **UNOFFICIAL COPY**

LENDER:
LAKESIDE BANK
a Clat
David V. Pinkerton, Executive Vice President
ACKNOWLEDGMENT.
(Individual)
STATE OF JECTHOZS, COUNTY OF GOOK SS. 2009
This instrument was acknowledged before me this
by Steven A. Greenberg .
My conmission expires:
(Notary Public)
<b></b>
OFFICIAL SEAL DEREK L. WASILEVICH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05/19/2013
4
(Individual)
STATE OF ILLEMOTS, County OF Sook SS.
This instrument was acknowledged before me this
by Stacy Greenberg
My commission expires:
(Notary Public)
OFFICIAL SEAL  OFFICIAL SEAL  OFFICIAL SEAL
OFFICIAL SEAL  DEREK L. WASILEVICH
₹ NOTARY PUBLIC, STATE OF ILLINOIS ₹
My Commission Expires 05/19/2013

Steven A. Greenberg
||Sirrols Real Estate Modification|
|L/4XXXbalcd00118800006522005073109Y Wolters Kluwer Financial Services \*1996, 2009 Bankers Systems\*\*

Initials Page 3

0922434070 Page: 4 of 4

# **UNOFFICIAL COPY**

and the form much
(Lender Acknowledgment)  STOTE OF TLUFLUTS, County OF Curk ss.  2009
(Lender Acknowledgment)  STATE OF TUTINETS, County OF Caure ss.  This instrument was acknowledged before me this day of Juy David V. Pinkerton Executive Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.  My commission expires:  (Notary Public)
OFFICIAL SEAL DEREK L. WASILEVICH MOTARY PUBLIC. STATE OF ILLINOIS 101. Commission Expires 05/19/2013
Or Cook County Clerk's Original