

# UNOFFICIAL COPY



Doc#: 0929434060 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/21/2009 01:19 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 August 4, 2009. The parties and their addresses are:

**MORTGAGOR:**

**NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK UNDER TRUST AGREEMENT DATED AUGUST 18, 2004 AND KNOWN AS TRUST NO. 10-2743**

An Illinois Trust  
500 West Madison Street  
Suite 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 September 30, 2004 and recorded on November 10, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0431539070 and covered the following described Property:

THAT PART OF LOTS 43 AND 44 IN BLOCK 24 IN WASHINGTON HEIGHTS (HEREINAFTER DESCRIBED), LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING IN THE SOUTH LINE OF LOT 43 AFORESAID, 71.3 FEET EAST OF THE WEST LINE OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EXTENDING TO THE NORTH LINE OF LOT 44 AFORESAID 71.5 FEET EAST OF SAID SECTION LINE, IN EAST WASHINGTON HEIGHTS, A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. AND THAT PART OF THE LOTS 45, 46, 47 AND 48 IN BLOCK 24 IN EAST WASHINGTON HEIGHTS (HEREINAFTER DESCRIBED),

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LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING IN THE SOUTH LINE OF LOT 45 AFORESAID, 71.5 FEET EAST OF THE WEST LINE OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EXTENDING TO THE NORTH LINE OF LOT 48 AFORESAID, 72 FEET EAST OF SAID SECTION LINE, IN EAST WASHINGTON HEIGHTS, A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #25-09-300-052 AND 25-09-300-057

The property is located in Cook County at 9901 South Halsted Street, Chicago, Illinois 60634.

**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. 6050479-01, dated September 30, 2004, from Jesus Mary Joseph, Inc., J M J Mobil, Inc., Kunjumon Zachariah and North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated August 18, 2004 and known as Trust No. 10-2743 (Borrower) to Lender, with a loan amount of \$384,025.85, with an interest rate of 7.0 percent per year and maturing on August 19, 2014.

(b) All Debts. All present and future debts from Jesus Mary Joseph, Inc., J M J Mobil, Inc., Kunjumon Zachariah and North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated August 18, 2004 and known as Trust No. 10-2743 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.

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**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 under Trust Agreement dated August 18, 2004 and known as Trust No. 10-2743

By   
Authorized Signer  
By   
Authorized Signer

**LENDER:**

LAKESIDE BANK

By   
Donald Benjamin, Senior Vice President

**ACKNOWLEDGMENT.**

Property of Cook County Clerk's Office

