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Doc#: 0935522053 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/21/2009 02:37 PM Pg: 1 of 4

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## 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

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## MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is October 1, 2009. The parties and their addresses are:

**MORTGAGOR:**

**NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK, U/T/A DATED JUNE 14, 2002 A/K/A TRUST NUMBER 10-2395**

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 28, 2002 and recorded on July 31, 2002 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 0020834713 and covered the following described Property:

PARCEL 3: LOTS 59 THROUGH 72, BOTH INCLUSIVE, IN THOMAS A. CATINO AND SON'S FIRST ADDITION TO PORTAGE PARK GARDEN SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. PARCEL 4: LOTS 298 THROUGH 301, BOTH INCLUSIVE, IN GARDNER'S PORTAGE PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF LOT 7 AND PART OF THE NORTH 1/2 OF LOT 8 IN SCHOOL TRUSTEE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN: 13-17-430-042, 13-17-430-044, 13-17-430-045, 13-16-308-003, 13-16-308-004, 13-16-308-005  
AND 13-16-308-006

The property is located in Cook County at 4256 North Central Avenue, 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 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. 1617069-03, dated June 28, 2002, from The BC-GC Family Limited Partnership, North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2394, North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2395 and North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2396 (Borrower) to Lender, with a maximum credit limit of \$400,000.00, with an initial interest rate of 4.25 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on January 1, 2010.

**(b) Future Advances.** All future advances from Lender to The BC-GC Family Limited Partnership, North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2394, North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2395 and North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2396 under the Specific Debts executed by The BC-GC Family Limited Partnership, North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2394, North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2395 and North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2396 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 The BC-GC Family Limited Partnership, North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2394, North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2395 and North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2396 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 subsequent 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 fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

**(c) All Debts.** All present and future debts from The BC-GC Family Limited Partnership, North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2394, North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2395 and North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2396 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

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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.

(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:**

North Star Trust Company, as Successor Trustee to Lakeside Bank, u/t/a dated June 14, 2002 a/k/a Trust Number 10-2395

By *[Signature]*  
Authorized Signer

By *[Signature]*  
Authorized Signer

**LENDER:**

LAKESIDE BANK

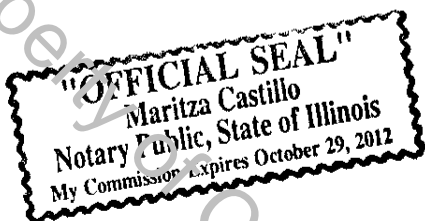
By *[Signature]*  
David V. Pinkerton, Executive Vice President

**ACKNOWLEDGMENT.**

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Maritza Castillo, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jacqueline Laha, Vice-President and Martin S. Edwards, Sr. Vice-President for NORTH STAR TRUST COMPANY as Trustee, and not personally, under Trust Agreement dated 10-14-2002 and known as Trust # 10-2395 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 17th day of December, 2009



Commission Expires:  
10-29-2012

Maritza Castillo  
NOTARY PUBLIC

Cook County Clerk's Office