

# UNOFFICIAL COPY



Doc#: 1001231083 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/12/2010 02:30 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 December 16, 2009. The parties and their addresses are:

**MORTGAGOR:**

**KENNETH A. SHOWALTER**  
615 North Merrill  
Park Ridge, IL 60068

**MONIQUE C. SHOWALTER**  
615 North Merrill  
Park Ridge, IL 60068

**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 October 20, 2007 and recorded on December 20, 2007 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0735418084 and covered the following described Property:

LOT 5 IN BLOCK 8 IN ARTHUR T. MC INTOSH AND COMPANY'S SECOND ADDITION TO PARK RIDGE BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTH 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-25-113-005

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The property is located in Cook County at 615 North Merrill, Park Ridge, Illinois 60068.

**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. 6040429-07, dated June 22, 2001, from Office Automation, Inc. (Borrower) to Lender, with a maximum credit limit of \$700,000.00, with an initial interest rate of 5.25 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on March 20, 2010.

**(b) Future Advances.** All future advances from Lender to Office Automation, Inc. under the Specific Debts executed by Office Automation, Inc. 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 Office Automation, Inc. 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 Office Automation, Inc. 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.

**(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.

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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:**

[Signature]  
 Kenneth A. Showalter  
 Individually  
[Signature]  
 Monique C. Showalter  
 Individually

**LENDER:**

LAKESIDE BANK  
 By [Signature]  
 Philip D. Caciatore, Executive Vice President

**ACKNOWLEDGMENT.**

(Individual)

STATE OF ILLINOIS, COUNTY OF COOK ss.  
 This instrument was acknowledged before me this 6th day of January 2010  
 by Kenneth A. Showalter.

My commission expires:

[Signature]  
 (Notary Public)



Property of Cook County Clerk's Office

[Signature]  
 MCS

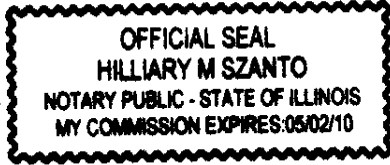
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(Individual)

STATE OF ILLINOIS, COUNTY OF COOK ss.  
This instrument was acknowledged before me this 6th day of January, 2010  
by Monique C. Showalter.

My commission expires:

Hilliary M. Szanto  
(Notary Public)



Property of Cook County Clerk's Office

(Lender Acknowledgment)

STATE OF ILLINOIS, COUNTY OF COOK ss.  
This instrument was acknowledged before me this 6th day of January, 2010  
by Philip D. Cacciatore -- Executive Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:

James P. McGrogan  
(Notary Public)

