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Doc#: 1001931102 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 01/19/2010 03:49 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

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 January 1, 2010. The parties County Clerk's and their addresses are:

MORTGAGOR:

308 MADISON LLC

An Illinois Limited Liability Company 308 West Madison Oak Park, IL 60302

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 December 11, 2006 and recorded on December 28, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0636249007 and covered the following described Property:

LOTS 8, 9 AND 10 IN BLOCK 7 IN CLOSE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1892 AS DOCUMENT NO. 1668566, IN COOK COUNTY, ILLINOIS. LOT 22 IN THE RESUBDIVISION OF PART OF BLOCK 58, IN RIDGELAND IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1890, AS DOCUEMNT NO. 1392046, IN COOK COUNTY, ILLINOIS.

PIN: 16-08-318-008 AND 16-08-318-009



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The property is located in Cook County at 308 -312 West Madison, Oak Park, Illinois 60302.

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. 6056909-01, dated December 11, 2006, from Mortgagor to Lender, with a loan amount of \$628,972.55, with an interest rate of 6.625 percent per year and maturing on December 11, 2014.
 - All present and future debts from Mortgagor 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 uent. 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. 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.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenents contained in this Modification. Pint Office Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

308 Madison LLC

LENDER:

LAKESIDE BANK

David V. Pinkerton, Executive Vice President

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ACKNOWLED	GMENT	•					
(Business or E	Entity)						
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OFFICIAL SEAL
KAREN J. VENETCH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/22/2013