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Doc#: 1006131114 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/02/2010 01:07 PM Pg: 1 of 5

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 February 3, 2010. The parties and their addresses are:

MORTGAGOR:

NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK, UNDER TRUST AGREEMENT DATED MARCH 5, 2004 AND KNOWN AS TRUST NO. 10-2674

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 July 2, 2004 and recorded on July 13, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0419539122 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 1345 North Pulaski Avenue, Chicago, Illinois 60651.

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:

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(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. 1083549-06, dated July 2, 2004, from John M. Scali, Grand & Pulaski Citgo, Inc. and North Star Trust Company, as successor trustee to Lakeside Bank, under Trust Agreement dated March 5, 2004 and known as Trust No. 10-2674 (Borrower) to Lender, with a loan amount of \$2,728,000.00, with an interest rate of 7.0 percent per year and maturing on February 3, 2015.

(b) All Debts. All present and future debts from John M. Scali, Grand & Pulaski Citgo, Inc. and North Star Trust Company, as successor trustee to Lakeside Bank, under Trust Agreement dated March 5, 2004 and known as Trust No. 10-2674 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.

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 March 5, 2004 and known as Trust No. 10-2674

By [Signature]
Authorized Signer

By [Signature]
Authorized Signer

Trustee's Execution of this Instrument is hereby acknowledged

LENDER:

LAKESIDE BANK

By [Signature]
Donald Benjamin, Senior Vice President

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GENERAL DOCUMENT EXONERATION RIDER

THIS DOCUMENT IS EXECUTED BY NORTH STAR TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST NO. 10-2674 AS AFORESAID, IN THE EXERCISE OF POWER AND AUTHORITY CONFERRED UPON AND VESTED IN SAID TRUSTEE, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING IN SAID DOCUMENT CONTAINED SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON SAID TRUSTEE PERSONALLY TO PAY ANY INDEBTEDNESS ACCRUING THEREUNDER OR TO PERFORM ANY COVENANTS, EITHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES, INDEMNIFICATION AND HOLD HARMLESS REPRESENTATIONS IN SAID DOCUMENT (ALL LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) AND THAT SO FAR AS SAID TRUSTEE IS CONCERNED, THE OWNER OF ANY INDEBTEDNESS OR RIGHT ACCRUING UNDER SAID DOCUMENT SHALL LOOK SOLELY TO THE PREMISES DESCRIBED THEREIN FOR THE PAYMENT OF ENFORCEMENT THEREOF, IT BEING UNDERSTOOD THAT SAID TRUSTEE MERELY HOLDS LEGAL TITLE TO THE PREMISES DESCRIBED THEREIN AND HAS NO CONTROL OVER THE MANAGEMENT THEREOF OR THE INCOME THEREFROM, AND HAS NO KNOWLEDGE RESPECTING ANY FACTUAL MATTER WITH RESPECT TO SAID PREMISES, EXCEPT AS REPRESENTED TO IT BY THE BENEFICIARY OR BENEFICIARIES OF SAID TRUST. IN EVENT OF CONFLICT BETWEEN THE TERMS OF THIS RIDER AND OF THE AGREEMENT TO WHICH IT IS ATTACHED, ON ANY QUESTIONS OF APPARENT LIABILITY OR OBLIGATION RESTING UPON SAID TRUSTEE, THE PROVISIONS OF THIS RIDER SHALL BE CONTROLLING.

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EXHIBIT A

PARCEL 1:

LOTS 4 AND 5 IN BLOCK 2 IN THOMAS J. DIVEN'S SUBDIVISION OF BLOCKS 7 TO 11 IN FREER'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11 THROUGH 15, BOTH INCLUSIVE (EXCEPT THAT PART THEREOF LYING WITHIN THE WEST 50 FEET OF SECTION 6 HEREIN DESCRIBED) IN CUMMINGS AND COMPANY'S SUBDIVISION IN THE NORTH PART OF BLOCK 13 AND LOTS 1 TO 23 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO ALL OF THE NORTH AND SOUTH VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOTS 11 TO 15 LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF SAID LOT 15 LYING WEST AND SOUTHWESTERLY OF AND ADJOINING THE WEST AND SOUTHWESTERLY LINES RESPECTIVELY OF SAID LOT 16 AND LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE INTERSECTION OF THE SOUTH AND SOUTHEASTERLY LINE OF SAID LOT 15 TO THE INTERSECTION OF THE SOUTH AND SOUTHWESTERLY LINE OF LOT 16 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1345 NORTH PULASKI AVENUE, CHICAGO, ILLINOIS

PIN: 16-02-123-002, 003, 17-06-308-001, 002, 003, 004, 005

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Silvia Medina, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Luis D. Tampo Trust Officer and Maritza Castillo Trust Officer for North Coast Trust Company as Trustee, and not personally, under Trust Agreement dated March 5, 2004 and known as Trust # 10-2674 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 25th day of February, 2010.



Silvia Medina
NOTARY PUBLIC

Commission Expires:

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