

# UNOFFICIAL COPY



Doc#: 1006810025 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/09/2010 01:51 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 February 5, 2010. The parties and their addresses are:

**MORTGAGOR:**

**CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JUNE 14, 1989 AND KNOWN AS TRUST NUMBER 1093099**

An Illinois Trust  
171 North Clark Street  
Chicago, IL 60601

**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 January 27, 2005 and recorded on February 23, 2005 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0505449001 and covered the following described Property:

THE SOUTH 1 FOOT OF LOT 6 AND ALL OF LOT 7 IN W.J. HERTHER'S ADDITION IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MAP OF WHICH ADDITION WAS RECORDED SEPTEMBER 22, 1892 IN BOOK 56 OF PLATS PAGE 32, IN COOK COUNTY, ILLINIS.

PIN: 14-21-308-005

The property is located in Cook County at 3343 North Halsted Street, Chicago, Illinois 60657.

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**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. 6050989-01, dated January 27, 2005, from Mee Fong Tam Mark and Chicago Title and Trust Company, as trustee, under Trust Agreement dated June 14, 1989 and known as Trust Number 1093099 (Borrower) to Lender, with a loan amount of \$144,550.27, with an interest rate of 6.25 percent per year and maturing on February 16, 2013.

(b) All Debts. All present and future debts from Mee Fong Tam Mark and Chicago Title and Trust Company, as trustee, under Trust Agreement dated June 14, 1989 and known as Trust Number 1093099 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:** CHICAGO TITLE AND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO

Chicago Title and Trust Company, as trustee, under Trust Agreement dated June 14, 1989 and known as Trust Number 1093099 and not personally

By Joseph F. Sochacki  
Authorized Signer JOSEPH F. SOCHACKI -- TRUST OFFICER

By \_\_\_\_\_  
Authorized Signer not required to corporate by-laws.

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

**LENDER:**

LAKESIDE BANK

By James F. McGrogan  
James F. McGrogan, Vice President

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**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR TRUSTEE TO THE CHICAGO TRUST COMPANY, SUCCESSOR TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 14, 1989, AND KNOWN AS TRUST NUMBER 1093099 ATTACHED TO AND MADE A PART OF THAT MODIFICATION OF MORTGAGE DATED FEBRUARY 5, 2010 WITH LAKESIDE BANK.**

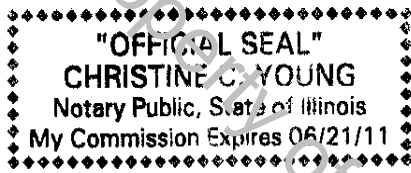
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, successor trustee to CHICAGO TRUST COMPANY, successor trustee to CHICAGO TITLE AND TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, **CHRISTINE YOUNG**, a Notary Public in and for said County and State, do hereby certify that **JOSEPH F. SOCHACKI**, an officer of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said corporation signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this **24TH** day of **FEBRUARY 2010**.



*Christine C. Young*  
\_\_\_\_\_  
NOTARY PUBLIC

Property of Cook County Clerk's Office