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Doc#: 1011931083 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 04/29/2010 01:12 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 Organions, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

## MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Wordification (Modification) is April 1, 2010. The parties and their addresses are:

#### MORTGAGOR:

NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK UNDER TRUST AGREEMENT DATED JUNE 11, 1996 AND KNOWN AS TRUST NO. 10-1766

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

2/6/7/5 O//// 1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated September 3 2004 and recorded on September 10, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 0425442324 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 4601-09 North Broadway Avenue, Chicago, Illinois 60640.

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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Palm Realty Company Illinois Real Estate Modification !L/4XXXdeved00149300006929014041910Y

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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. 6035009-08, dated September 3, 2004, from Palm Realty Company and North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated June 11, 1996 and known as Trust No. 10-1766 (Borrower) to Lender, with a loan amount of \$800,000.00, with an initial interest rate of 5.0 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on April 1, 2015.
  - (b) All Debts. All present and future debts from Palm Realty Company and North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated June 11, 1996 and known as Trust No. 10-1766 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 Lander does not obtain a "statement of purpose," as defined and required by federal law governing scourities. 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 2.
  - (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 Tiun Agreement dated June

1, 1996 and known as Trust No. 10-1766

Authorized Signer

LENDER:

LAKESIDE BANK

Suzanne Henson, Vice President

Initials Page 2

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STATE OF ILLINOIS		,			
COUNTY OF COOK )	) SS				
1, the un	dersigned	, a Notary Public	in and for said Cou	nty, in the State afore	said, do
hereby certify that WWW	Trust Officer	o Nothst	Trust Officer	and <b>FNGE</b>	
under Trust Agreemer date	1 11 0	for on and know	wn as Trust # 10	s Trustee, and not pe	rsonally, personally
known to me to be the same			•	·	-
person and acknowledged th					-
and purposes therein set for	th or this 2100	day of			
•	LAUNE NOTARY PUBL	ICIA'L SEAL FI, D THORPE LIC - STATE OF ILLINOIS	\ \alpha \ \	My S. M. NOTA	Y XY PUBLIC
Commission Expires:	MY COMMISS	SION E (PIF E9:08/17/12	<b>\$</b> '	,	
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5 THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS

PARCEL 1.

THE WEST 1/2 OF ORIGINAL LOT 182 MEASURED ON WILSON AVENUE, ALSO ALL OF LOTS 183, 184, 185 AND 186 IN THE WILLIAM DEERING SURRENDEN SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERINAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

THE NORTHWESTERLY 9 FEST OF LOT 13 LYING NORTHWESTERLY OF THE ALLEY AND ALL OF LOTS 16, 17 AND 18 IN THE SUBDIVISION OF LOTS 172 TO 180 INCLUSIVE IN THE WILLIAM DEERING SURRENDEN SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3;

THAT PART OF THE 16 FOOT ALLEY NOW VAC/JED RUNNING IN A SOUTHWESTERLY DIRECTION LYING NORTHWESTERLY OF AND ADJOINING 1/F NORTHWESTERLY LINES OF LOTS 182 AND 183 IN THE WILLIAM DEERING SURRENDEN SUBDIVISION AFORESAID LYING SOUTHWESTERLY OF THE EAST LINE OF THE WEST 1/2 OF ORIGINAL LOT 182 PRODUCED NORTH TO ITS INTERESECTION WITH THE NORTHERLY LINE OF SAID ALLEY, ALSO ALL THAT PART OF THE 16 FOOT ALLEY NOW VACATED RUNNING IN A NORTHWESTERLY DIRECTION MOTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF LOTS 183 TO 186 INCLUSIVE IN THE WILLIAM DEERING SURRENDEN SUBDIVISION AFORESAID LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 186 PRODUCED NORTHEASTERLY TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID ALLEY, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 4601-09 NORTH BROADWAY, CHICAGO, ILLINOIS

P.I.N. .

14-17-209-013 14-17-209-014 14-17-209-015 14-17-209-016 14-17-209-030 14-17-209-032

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