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1012031081 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 04/30/2010 01:06 PM Pg: 1 of 3

Space Above This Line For Recording Data

This instrument was plepared by Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

When recorded return to Lcar Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is March 1, 2010. The parties County Clark's and their addresses are:

MORTGAGOR:

JOHN W. WYNN 120 South State Street, 5th Flr. Chicago, IL 60602

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 March 1, 2006 and recorded on March 13, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0607231134 and covered the following described Property:

UNIT NUMBER 407 IN FULTON HOUSE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED ON JUNE 5, 1981 AS DOCUMENT 25895835 AND AMENDMENTS THERETO, BEING PARTS OF WHARFING LOTS IN BLOCK J AND K OF THE ORIGINAL TOWN OF CHICAGO AND CERTAIN VACATED STREETS ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 17-09-306-011-1014

The property is located in Cook County at 345 North Canal Street, Unit 407, Chicago, Illinois.

John W. Wynn Illinois Real Estate Modification IL/4XXXdeved00149300006929005042810Y

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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 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. 6046989-03, dated March 1, 2006, from John W. Wynn and Jo Anne B. Bruzgul (Borrower) to Lender, with a maximum credit limit of \$150,000.00, 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 March 1, 2011.
 - (b) Future Advances. All future advances from Lender to John W. Wynn and Jo Anne B. Bruzgul under the Specific Debts executed by John W. Wynn and Jo Anne B. Bruzgul 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 John W. Wynn and Jo Anne B. Bruzgul 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 vill rot 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 John W. Wynn and Jo Anne B. Bruzgul 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 Nothing in this Security is sument constitutes a commitment to make Security Instrument. 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 cleated 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, vith respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, cc 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.

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

MORTGAGO

John W. Wynn

John W. Wynn Illinois Real Estate Modification IL/4XXXdeved00149300006929005042810Y

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LENDER:		
LAKESJD <u>E BAN</u> K		
By Fan Hackmander.		
Stan J. Bochnowski, Executive Vice Presiden	t	
ACKNOWLEDGMENT.		
(Individual)		
STATE OF Filinais, County	OF Cook ss.	242
This instrument was acknowledged before me this	29 day of April	2010
by John W. Wynn .		
My commission expires:	Solar Bol	
	(Notary Public)	
	<i>Y</i> ,	
OFFICIAL SEAL		
IRENE BURNIW		
NOTARY PUBLIC STATE OF ILLINOIS & My Commission Expires 0° 02/2013		

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au		
(Lender Acknowledgment)		
State OF Jelinois, County	OF Jook ss.	2011)
This instrument was acknowledged before me this	29 dry of Hpric	poholf of the
by Stan J. Bochnowski Executive Vice President	of LAKESIDE BANK //a corporation, on i	Jenan or the
corporation.		
My commission expires:	June Gent	
	(Notary Public)	
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OFFICIAL SEAL	0,~	
OFFICIAL SEAL IRENE BUBNIW NOTARY PUBLIC STATE OF ILLINOIS My Commission Expres 09/02/2013	7/5	
5 my commosion Expires 05/02/2010 g	C	
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John W. Wynn Illinois Real Estate Modification IL/4XXXdeved00149300006929005042810Y Initials Page 3