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Doc#: 1016822098 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/17/2010 01:56 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 May 1, 2010. The parties and their addresses are:

MORTGAGOR:

THEODORE Y. MARK
1332 South Prairie Avenue
Chicago, IL 60605

JUDY Y. MARK
1332 South Prairie Avenue
Chicago, IL 60605

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 May 15, 2001 and recorded on May 23, 2001 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 0010438921 and covered the following described Property:

LOT 48 IN BLOCK 4 IN ALBERT CRANE'S SUBDIVISION OF THE SOUTH 3/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-28-319-001-0000

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The property is located in Cook County at 2901 South Emerald Avenue, Chicago, Illinois 60616.

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. 6037689-16, dated May 15, 2001, from Mortgagor to Lender, with a loan amount of \$283,491.32, with an interest rate of 6.25 percent per year and maturing on May 1, 2013.

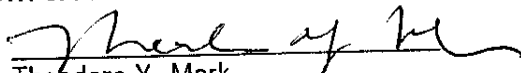
(b) **All Debts.** All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure 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.

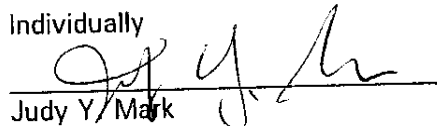
3. **CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

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:


Theodore Y. Mark

Individually


Judy Y. Mark

Individually

LENDER:

LAKESIDE BANK

By 

Stan J. Bochnowski, Executive Vice President

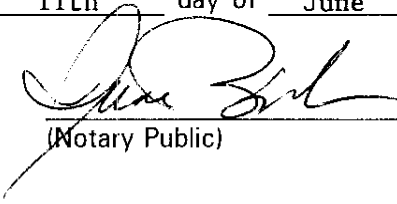
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ACKNOWLEDGMENT.

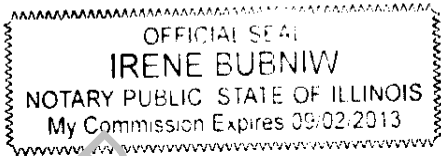
(Individual)

State OF Illinois , County OF Cook ss.
This instrument was acknowledged before me this 11th day of June , 2010
by Theodore Y. Mark .

My commission expires:



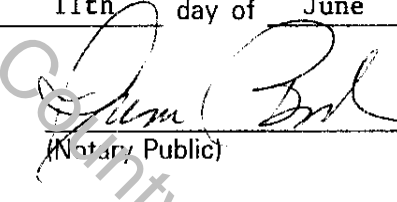
(Notary Public)



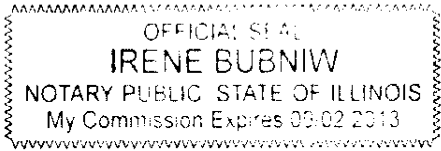
(Individual)

State OF Illinois , County OF Cook ss.
This instrument was acknowledged before me this 11th day of June , 2010
by Judy Y. Mark .

My commission expires:



(Notary Public)



Property of Cook County Clerk's Office

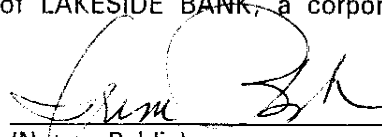
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(Lender Acknowledgment)

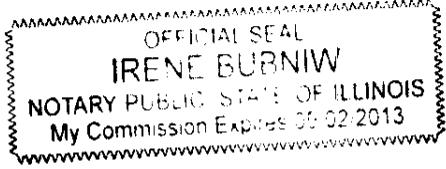
State _____ OF Illinois _____, County _____ OF Cook _____ ss.

This instrument was acknowledged before me this 11th day of June, 2010
by Stan J. Bochnowski -- Executive Vice President of LAKESIDE BANK, a corporation, on behalf of the
corporation.

My commission expires:



(Notary Public)



Property of Cook County Clerk's Office