

# UNOFFICIAL COPY



Doc#: 1024345072 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/31/2010 02:53 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 July 21, 2010. The parties and their addresses are:

**MORTGAGOR:**

**CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE U/T/A DATED JUNE 2, 1994 A/K/A TRUST NO. 01-4663**  
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 June 25, 2008 and recorded on July 2, 2008 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0818455060 and covered the following described Property:

PARCEL 2: LOT 30 (EXCEPT THE WEST 20 FEET 4 INCHES THEREOF) AND ALL OF LOT 31 IN BLOCK 4 IN SZAJKOWSKI'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-21-329-027

The property is located in Cook County at 5322 West Belmont Avenue, Chicago, Illinois 60641.

# UNOFFICIAL COPY

**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. 60597391, dated June 25, 2008, from Gene's Sausage Shop & Delicatessen Inc., Eugene Luszc , Alice Luszc , Derek Luszc , North Star Trust Company, as successor to Pioneer Bank & Trust Company u/t/a dated November 14, 1978 a/k/a Trust #21564 and Chicago Title Land Trust Company, as trustee u/t/a dated June 2, 1994 a/k/a Trust No. 01-4663 (Borrower) to Lender, with a maximum credit limit of \$1,250,000.00, 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 November 21, 2010.

(b) **Future Advances.** All future advances from Lender to Gene's Sausage Shop & Delicatessen Inc., Eugene Luszc , Alice Luszc , Derek Luszc , North Star Trust Company, as successor to Pioneer Bank & Trust Company u/t/a dated November 14, 1978 a/k/a Trust #21564 and Chicago Title Land Trust Company as trustee u/t/a dated June 2, 1994 a/k/a Trust No. 01-4663 under the Specific Debts executed by Gene's Sausage Shop & Delicatessen Inc., Eugene Luszc , Alice Luszc , Derek Luszc , North Star Trust Company, as successor to Pioneer Bank & Trust Company u/t/a dated November 14, 1978 a/k/a Trust #21564 and Chicago Title Land Trust Company, as trustee u/t/a dated June 2, 1994 a/k/a Trust No. 01-4663 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 Gene's Sausage Shop & Delicatessen Inc., Eugene Luszc , Alice Luszc , Derek Luszc , North Star Trust Company, as successor to Pioneer Bank & Trust Company u/t/a dated November 14, 1978 a/k/a Trust #21564 and Chicago Title Land Trust Company, as trustee u/t/a dated June 2, 1994 a/k/a Trust No. 01-4663 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 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) **All Debts.** All present and future debts from Gene's Sausage Shop & Delicatessen Inc., Eugene Luszc , Alice Luszc , Derek Luszc , North Star Trust Company, as successor to Pioneer Bank & Trust Company u/t/a dated November 14, 1978 a/k/a Trust #21564 and Chicago Title Land Trust Company, as trustee u/t/a dated June 2, 1994 a/k/a Trust No. 01-4663 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.

# UNOFFICIAL COPY

(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.

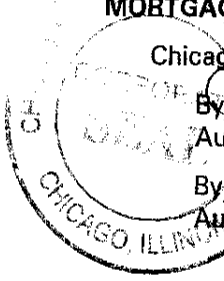
**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

Chicago Title Land Trust Company, as trustee u/t/a dated June 2, 1994 a/k/a Trust No. 01-4663 and not personally

By [Signature] Trust Officer  
Authorized Signer

Attestation not required pursuant to  
By corporate bylaws  
Authorized Signer



**LENDER:**

LAKESIDE BANK

By [Signature]  
Stan J. Bochnowski, Executive Vice President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

**ACKNOWLEDGMENT.**

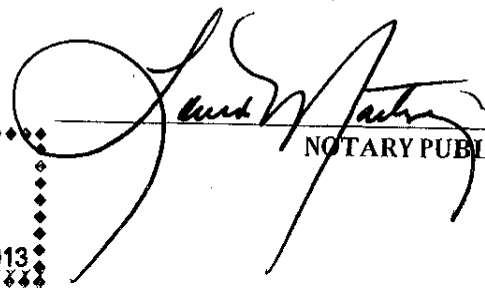
Property of Cook County Clerk's Office

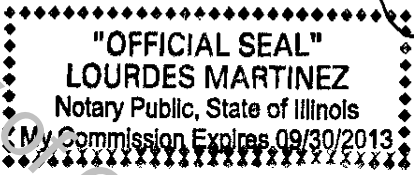
[Signature]

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

# UNOFFICIAL COPY

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harriet Denisewicz, Trust Officer <sup>canox</sup> Trust Company for Chicago Title Land/ as Trustee, and not personally, under Trust Agreement dated June 2, 1994 and known as Trust # 01-4663 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 August, 2010

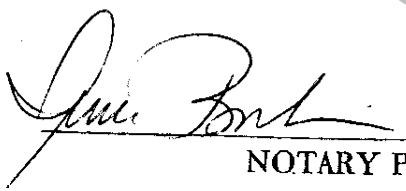
  
NOTARY PUBLIC

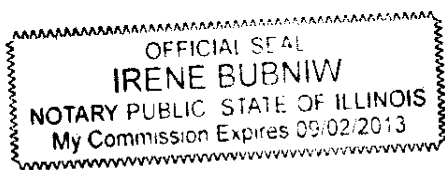


Commission Expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

The foregoing Instrument was acknowledged before me by Stan J. Bochnowski, the Executive Vice President of, and \_\_\_\_\_, the \_\_\_\_\_ of Lakeside Bank, an Illinois Corporation, on behalf of the corporation, on this 25 day of August, 2010.

  
NOTARY PUBLIC



My Commission Expires:  
\_\_\_\_\_