

Doc#: 1026518057 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/22/2010 04:42 PM Pg: 1 of 3

Space Above This Line For Recording Data

This instrument was propured by Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois

When recorded return to Loan 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 September 4, 2010. The parties and their addresses are: -OUNT CLOUTS

#### MORTGAGOR:

**BRUCE KATO** 1327 West Walton Street Chicago, IL 60622

#### 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 2, 2010 and recorded on June 8, 2010 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 1015918041 and covered the following described Property:

LOT 12 IN PARK BANK SUBDIVISION OF BLOCK 14 AND PART OF BLOCK 11 AND SNYDER STREET VACATED LYING BETWEEN SAID BLOCKS 14 AND 11, ALL IN S.F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-18-214-006-0000

The property is located in Cook County at 113 South Paulina Street, Chicago, Illinois 60612.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

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Initials

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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. 6059329-01, dated April 4, 2008, from Bruce Kato and Mary Kato (Borrower) to Lender, with a loan amount of \$407,672.42, 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 4, 2013.
    - (b) All Debts. All present and future debts from Bruce Kato and Mary Kato 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 sincipal 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. Modification will not secure an 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. Clart's Office Mortgagor also acknowledges receipt of a copy of this Modification.

MORTG

Individually

LENDER:

LAKESIDE BANK

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# **UNOFFICIAL COPY**

A CUNIONAL ED CARENT
ACKNOWLEDGMENT.
(Individual)
Count OF Cook, State OF Illinous SS.
This instrument was acknowledged before me this / 4 9 day of
My commission expires: $02/22/3$
Karn Venetal
(Notary Public)
KAREN J. VENETCH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/22/2013
$O_{\mathcal{F}}$
(Lender Acknowledgment)
Court OF Cook, St. to OF Illirain ss.
This instrument was acknowledged before me this 14 day of Sept , 2010
by Suzanne Henson Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.
My commission expires: $02/22/13$
Daren V. Sieles
(Notary Public)
OFFICIAL SEAL
KAREN J. VENETCH NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/22/2013
OFFICIAL SEAL KAREN J. VENETCH NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 02/22/2013

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