



Doc#: 1030513117 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/01/2010 02:50 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, IL 60608-1559
When recorded return to Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, IL 60608-1559

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 20, 2010. The parties and their addresses are:

MORTGAGOR:

THEODORE Y. MARK
Spouse of Judy Y. Mark
1332 South Prairie Avenue
Chicago, IL 60605

JUDY Y. MARK
Spouse of Theodore 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 September 29, 2003 and recorded on October 2, 2003 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0327516265 and covered the following described Property:

LOT 53 (EXCEPT THE EAST 1.17 FEET, THEREOF AND THE EAST 1.19 FEET OF LOT 54 IN MUSEUM PARK SUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 TO 4, INCLUSIVE, IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-22-110-031-0000

UNOFFICIAL COPY

The property is located in Cook County at 1332 South Prairie Avenue, Chicago, Illinois 60605.

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 renewal note or other agreement, No. 6038129031, dated September 20, 2010, from Mortgagor to Lender, with a maximum credit limit of \$260,000.00, with an initial interest rate of 4.250 percent per year (this is a variable interest rate and may change as the renewal note prescribes) and maturing on September 25, 2017.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor 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 Mortgagor 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 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.

(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.

UNOFFICIAL COPY

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
Theodore Y. Mark

Individually

Judy Y. Mark
Judy Y. Mark
Individually

LENDER:

LAKESIDE BANK

By *Stan J. Bochnowski*
Stan J. Bochnowski, Executive Vice President

ACKNOWLEDGMENT.

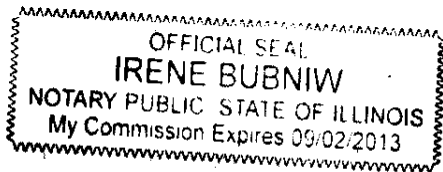
(Individual)

STATE OF ILLINOIS, County OF COOK ss.

This instrument was acknowledged before me this 29 day of OCTOBER, 2010
by Theodore Y. Mark, spouse of Judy Y. Mark.

My commission expires:

Irene Bubniw
(Notary Public)



Property of Cook County Clerk's Office

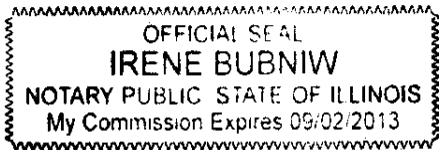
UNOFFICIAL COPY

(Individual)

STATE OF Illinois, County OF Cook ss.
This instrument was acknowledged before me this 29 day of October, 2010
by Judy Y. Mark, spouse of Theodore Y. Mark.

My commission expires:

Irene Bubniw
(Notary Public)

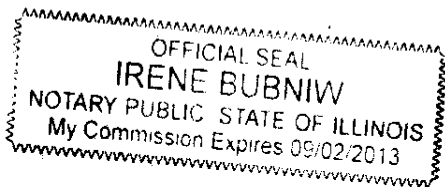


(Lender Acknowledgment)

STATE OF Illinois, County OF Cook ss.
This instrument was acknowledged before me this 29 day of October, 2010
by Stan J. Bochnowski -- Executive Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:

Irene Bubniw
(Notary Public)



Property of Cook County Clerk's Office