

# UNOFFICIAL COPY



Doc#: 1112316037 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/03/2011 01:35 PM Pg: 1 of 3

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 April 12, 2011. The parties and their addresses are:

**MORTGAGOR:**

**NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK UNDER TRUST AGREEMENT DATED APRIL 4, 2006 AND KNOWN AS TRUST NO. 10-2861**

An Illinois Trust  
55 West Wacker Drive  
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 April 12, 2006 and recorded on April 26, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0611605089 and covered the following described Property:

LOTS 9, 10, 11 AND 12 IN J. E. GRASSIE SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 16 IN WAKEMAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-27-431-031-0000

The property is located in Cook County at 7850 South Cottage Grove Avenue, Chicago, Illinois 60619.

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

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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. 60547491, dated April 12, 2006, from Lance N. Rack , Edward J. Rachowicz , Kevin M. McGuire , Cherie A. McGuire and North Star Trust Company, as successor trustee to Lakeside Bank under trust agreement dated April 4, 2006 and known as Trust No. 10-2861 (Borrower) to Lender, with a loan amount of \$1,130,849.22, with an interest rate of 6.0 percent per year and maturing on April 12, 2016.

(b) All Debts. All present and future debts from Lance N. Rack , Edward J. Rachowicz , Kevin M. McGuire , Cherie A. McGuire and North Star Trust Company, as successor trustee to Lakeside Bank under trust agreement dated April 4, 2006 and known as Trust No. 10-2861 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:**

North Star Trust Company, as successor trustee to Lakeside Bank under trust agreement dated April 4, 2006 and known as Trust No. 10-2861

By *David A. Hoyle*  
Authorized Signer  
By *Justin Castle*  
Authorized Signer

This Document is signed by NORTH STAR TRUST COMPANY not individually but solely as Trustee under Trust Agreement known as Trust No. 10-2861. Said Trust Agreement contains the terms and conditions of the claims against the Mortgagor and the terms and conditions of this Declaration. The Mortgagor hereby certifies that properly and in accordance with the terms and conditions of the Trust Agreement and the terms hereof. CO: 10/18/11  
THUS DONE AND SIGNED BY THE TRUSTEE OF NORTH STAR TRUST COMPANY hereto and their respective successors and assigns.

**LENDER:**

LAKESIDE BANK

By *Suzanne Henson*  
Suzanne Henson, Vice President

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Silvia Medina, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Carroll D. Thorpe Trust Officer and Maritza Castillo Trust Officer for North Star Trust Company as Trustee, and not personally, under Trust Agreement dated \_\_\_\_\_ and known as Trust # 10-2861 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 29th day of April, 2011.



Silvia Medina  
NOTARY PUBLIC

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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing Instrument was acknowledged before me by Suzanne Hanson, the Vice President of, and \_\_\_\_\_, the \_\_\_\_\_ of, Lakeside Bank, an Illinois Corporation, on behalf of the corporation, on this 28th day of April, 2011.

Karen J. Venetch  
NOTARY PUBLIC

My Commission Expires:  
02/22/13

