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Doc#: 1114745071 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 05/27/2011 02:26 PM Pg: 1 of 3

Space Above This Line For Recording Data

This instrument was propared by Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, IL 60608-1559

When recorded return to Lean 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 March 1, 2011. The parties and their addresses are:

#### MORTGAGOR:

MARC C. CHOCOL 1931 South Canalport Ave Chicago, IL 60616-1058

#### I FNDER:

**LAKESIDE BANK** 

Organized and existing under the laws of Illinois 55 W. WACKER DRIVE CHICAGO, IL 60601

County Clerks 1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated March 1, 2010 and recorded on March 26, 2010 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 1008531072 and covered the following described Property:

LOT 4 IN ASSESSOR'S DIVISION OF LOTS 11, 12 AND 17 IN SUBDIVISION OF LOT 1 IN BLOCK 38 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-21-322-023-0000

The property is located in Cook County at 1931 South Canalport Ave, Chicago, Illinois 60616-1058.

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:

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- 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. 60489694, dated July 31, 2006, from Mortgagor to Lender, with a loan amount of \$148,317.38, with an initial interest rate of 5.25 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on June 1, 2011.
    - (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 500ds" 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 socurity 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 any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or imitations 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 spec rically 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. Clort's Office

MORTGAGOR:

Marc C. Chocòl Individually

LENDER:

LAKESIDE BANK

Initials

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ACKNOWLEDGMENT.  (Individual) $S7M7E OF (UINDIS)$ , $COUNTY OF COOK$ ss.  This instrument was acknowledged before me this $IE$ day of $MRCH$ , $2011$ by Marc C. Chocol.  My commission expires: $02/22/13$ $Kaun J. Vinetals$ (Notary Public)
OFFICIAL SEAL KAREN J. VENETCH NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 02/22/2013  (Lender Acknowledgment)
STATE OF ILLINOIS, COUNTY OF COOK ss.  This instrument was acknowledged before me this
OFFICIAL SEAL KAREN J. VENETCH NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 02/22/2013