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Doc#: 1114745073 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/27/2011 02:28 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 April 20, 2011. The parties and their addresses are:

MORTGAGOR:

NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK UNDER TRUST AGREEMENT DATED APRIL 20, 2006 ALSO KNOWN AS TRUST NO.10-2865

An Illinois Trust
500 West Madison Street, Ste 3150
Chicago, IL 60661

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 20, 2006 and recorded on May 9, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 0612955137 and covered the following described Property:

SEE ATTACHED EXHIBIT A

PIN: 13-07-109-001-0000, 13-07-109-003-0000, 13-07-109-042-0000 AND 13-07-109-043-0000

The property is located in Cook County at 7159 West Higgins Ave, Chicago, Illinois 60656.

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. **Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

B. **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. 60548291, dated April 20, 2006, from Harlem and Higgins Investors, Corp. and North Star Trust Company, as successor trustee to Lakeside Bank under trust agreement dated April 20, 2006 also known as Trust No.10-2865 (Borrower) to Lender, with a loan amount of \$733,350.00, with an interest rate of 6.25 percent per year and maturing on April 20, 2016.

(b) **All Debts.** All present and future debts from Harlem and Higgins Investors, Corp. and North Star Trust Company, as successor trustee to Lakeside Bank under trust agreement dated April 20, 2006 also known as Trust No.10-2865 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 20, 2006 also known as Trust No.10-2865

By [Signature]
Authorized Signer
By [Signature]
Authorized Signer

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 10-2865. Said Trust Agreement is hereby amended, altered and any claims against said Trustee which may result from the signing of this Document shall be payable only out of the trust property which may be the subject of said Trust Agreement and not be personally liable for the performance of any of the terms and conditions of said Trust Agreement for the validity or condition of the Trust Agreement, any part of any Document and respect thereof, the personal responsibility of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

LENDER:

LAKESIDE BANK

By [Signature]
Donald Benjamin, Senior Vice President

UNOFFICIAL COPY**EXHIBIT A**

LOTS 5 TO 9, BOTH INCLUSIVE IN BLOCK 5, IN OTTO RUETER'S "NORWOOD PARK ADDITION" IN THE WEST ½ OF SECTION 7 TOWNSHIP 49, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPT THAT PART OF THE LAND TAKEN FOR ROAD PURPOSES AS CONTAINED IN DEED TO STATE OF ILLINOIS RECORDED AS DOCUMENT 24136960 AND DESCRIBED AS FOLLOWS: THAT PART OF LOT 9 IN BLOCK 5 IN SAID SUBDIVISION BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 9 FOR A DISTANCE OF 30 FEET TO A POINT, THENCE NORTHEASTERLY ON A STRAIGHT LINE TO A POINT ON THE NORTHERLY LINE OF SAID LOT 9, SAID POINT BEING 35 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 9, AS MEASURED ALONG THE NORTHERLY LINE OF SAID LOT 9, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING

ALSO EXCEPT THAT PART OF THE LAND CONDEMNED BY THE STATE OF ILLINOIS FOR A PERPETUAL EASEMENT FOR ROAD PURPOSES IN CASE NO 99LL50371 DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 5 TO 9 IN BLOCK 5, IN OTTO RUETER'S "NORWOOD PARK ADDITION," IN THE WEST ½ OF SECTION 7, TOWNSHIP 49, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE ALONG AN ASSUMED BEARING SOUTH 74 DEGS 17 MINUTES 21 SECONDS EAST ALONG THE SOUTHWEST LINE OF SAID LOT 9, A DISTANCE OF 12.06 FEET, THENCE NORTH 00 DEGS 13 MINUTES 46 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID LOT 9 A DISTANCE OF 66.70 FEET, THENCE NORTH 21 DEGREES 33 MINUTES 02 SECONDS EAST 24.04 FEET THENCE NORTH 51 DEGREES 25 MINUTES 52 SECONDS EAST 30.33 FEET, THENCE SOUTH 76 DEGREES 05 MINUTES 24 SECONDS EAST 108.92 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID LOT 5, THENCE NORTH 15 DEGREES 44 MINUTES 25 SECONDS EAST ALONG SAID SOUTHEAST LINE, 8.77 FEET TO THE SOUTHWEST LINE OF HIGGINS AVENUE, THENCE NORTH 74 DEGREES 17 MINUTES 21 SECONDS WEST ALONG SAID SOUTHWEST LINE 122.92 FEET, THENCE SOUTH 58 DEGREES 44 MINUTES 40 SECONDS WEST 39.55 FEET TO A POINT ON THE EAST LINE OF HARLEM AVENUE, SAID POINT BEING ON THE WEST LINE OF SAID LOT 9, THENCE SOUTH 00 DEGS 13 MINUTES 46 SECONDS WEST ALONG THE LAST DESCRIBED LIEN, 99.70 FEET TO THE POINT OF BEGINNING

Commonly Known as: 7159 W. Higgins, Chicago, IL 60656

