



Doc#: 1126331055 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/20/2011 03:10 PM Pg: 1 of 5

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 August 16, 2011. The parties and their addresses are:

**MORTGAGOR:**

**NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK, UNDER TRUST AGREEMENT DATED MARCH 5, 2004 AND KNOWN AS TRUST NO. 10-2674**  
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 June 15, 2006 and recorded on July 21, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0620243253 and covered the following described Property:

See attached Exhibit A

The property is located in Cook County at 1345 North Pulaski Road, Chicago, Illinois 60651.

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

# UNOFFICIAL COPY

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$245,000.00. Any limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**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. 60560093, dated June 15, 2006, from Grand & Pulaski Citgo, Inc., John M. Scali, North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated June 5, 2006 and known as Trust No. 10-2872 and North Star Trust Company, as successor trustee to Lakeside Bank, under Trust Agreement dated March 5, 2004 and known as Trust No. 10-2674 (Borrower) to Lender, with a loan amount of \$245,000.00, with an interest rate of 7.000 percent per year and maturing on August 12, 2016.

(b) All Debts. All present and future debts from Grand & Pulaski Citgo, Inc., John M. Scali, North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated June 5, 2006 and known as Trust No. 10-2872 and North Star Trust Company, as successor trustee to Lakeside Bank, under Trust Agreement dated March 5, 2004 and known as Trust No. 10-2674 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 March 5, 2004 and known as Trust No. 10-2674

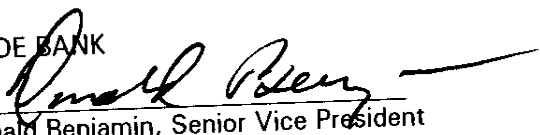
By [Signature]  
Authorized Signer  
By [Signature]  
Authorized Signer

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 10-2674. Said Trust Agreement is hereby acknowledged and any claims against said Trustee shall be limited to the amount of this Document. The undersigned hereby agrees that the property which may be subject to this Security Instrument will not be personally liable for the payment of the debt or terms and conditions of this Security Instrument or condition of the Trust Agreement. The undersigned in respect thereof, shall be bound by the terms of the TRUST AGREEMENT. I have read the terms of this Modification hereto and agree to the same.

# UNOFFICIAL COPY

**LENDER:**

LAKESIDE BANK

By   
Donald Benjamin, Senior Vice President

**ACKNOWLEDGMENT.**

Property of Cook County Clerk's Office

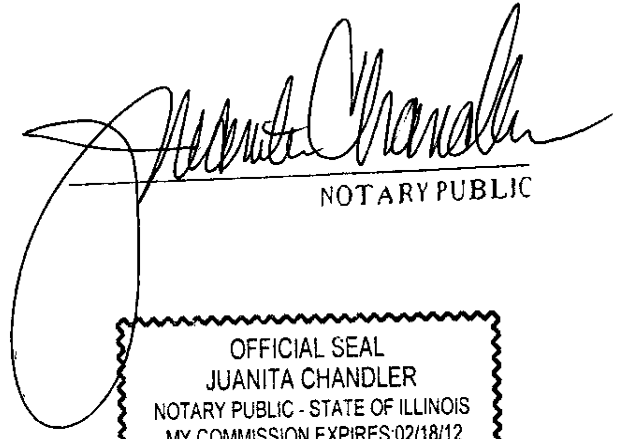
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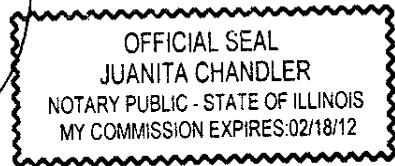
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Juanita Chandler, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Laurel D. Thoma Trust Officer and Silvia Medina Trust Officer for Norma Gonzalez Trustee, and not personally, under Trust Agreement dated March 5, 2004 and known as Trust # 10-2674 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 30th day of August, 2011.

Commission Expires:

\_\_\_\_\_

  
NOTARY PUBLIC



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

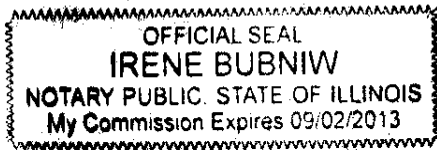
The foregoing Instrument was acknowledged before me by

DONALD BENJAMIN, the SR. VICE PRESIDENT of and  
\_\_\_\_\_, the \_\_\_\_\_ of,  
LAKESIDE BANK, an Illinois Corporation, on behalf of the corporation, on this 16th  
day of AUGUST, 2011.

My Commission Expires:

\_\_\_\_\_

  
NOTARY PUBLIC



**EXHIBIT A**  
**UNOFFICIAL COPY**

PARCEL 1: LOTS 1, 2, AND 3 IN BLOCK 2 IN THOMAS J DIVEN'S SUBDIVISION OF BLOCKS 7 TO 11 IN FREER'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 4 AND 5 IN BLOCK 2 IN THOMAS J. DIVEN'S SUBDIVISION OF BLOCKS 7 TO 11 IN FREER'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOTS 6 AND 7 IN THE SUBDIVISION OF BLOCKS 7, 8, 9 10 AND 11 IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1345 NORTH PULASKI ROAD, CHICAGO, ILLINOIS

PIN: #16-02-123-002, 003, 17-06-328-001, 002, 003, 004, 005

Property of Cook County Clerk's Office