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Doc#: 1200345035 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/03/2012 03:01 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 December 6, 2011. The parties and their addresses are:

MORTGAGOR:

NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK UNDER TRUST AGREEMENT DATED AUGUST 18, 2008 AND KNOWN AS TRUST NO. 10-2890

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 December 6, 2006 and recorded on January 31, 2007 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0703118105 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 5130 South Lake Park Ave, Chicago, Illinois 60615.

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:

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(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. 60564193, dated August 24, 2006, from Hyde Park Station and Car Wash, Inc., Ansemoss S. Haddad, North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated March 12, 2003 and known as Trust No. 10-2495, North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated March 12, 2003 and known as Trust No. 10-2494, Ansemoss & Sons Inc. and North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated August 18, 2008 and known as Trust No. 10-2890 (Borrower) to Lender, with a loan amount of \$4,124,214.10, with an interest rate of 7.250 percent per year and maturing on March 6, 2012.

(b) All Debts. All present and future debts from Hyde Park Station and Car Wash, Inc., Ansemoss S. Haddad, North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated March 12, 2003 and known as Trust No. 10-2495, North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated March 12, 2003 and known as Trust No. 10-2494, Ansemoss & Sons Inc. and North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated August 18, 2008 and known as Trust No. 10-2890 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 August 18, 2008 and known as Trust No. 10-2890

By *Amel A. Hojpe*
Authorized Signer

By *Silvia Medina*
Authorized Signer

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 10-2890. Said Trust Agreement is a part hereof and any claims against said Trust Agreement shall result from the signing of this Document and shall be payable only out of any trust property which may be held by, owned and said Trustee shall not be personally liable for the performance of the terms and covenants of this Document within the ability of condition of the title of this property or any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

LENDER:

LAKESIDE BANK

By _____
Donald Benjamin, Senior Vice President

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EXHIBIT A

DESCRIPTION OF THE PROPERTY

The real property commonly known as 5130 S. Lake Park, Chicago, IL

PARCEL 1:

LOTS 5, 6 AND 7 IN BLOCK 15 AND THAT PART OF THE WESTERLY 1/2 OF VACATED SOUTH LAKE PARK AVENUE LYING EAST OF AND ADJOINING SAID LOTS IN CORNELL'S RESUBDIVISION OF BLOCKS 15 AND 16 IN HYDE PARK IN SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

PIN: 20-11-405-510-0000

PARCEL 2:

THAT PART OF LOTS 1 AND 2 IN W. E. HULL'S SUBDIVISION OF LOT 3 (EXCEPT THE NORTH 28 FEET AND SOUTH 48 FEET THEREOF) IN BLOCK 16 OF CORNELL'S RESUBDIVISION OF BLOCKS 15 AND 16 IN HYDE PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF LOT 2 AND THE NORTH 28 FEET OF LOT 3 IN BLOCK 16 OF CORNELL'S RESUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE EASTERLY 1/2 OF THE 66 FOOT STREET KNOWN AS SOUTH LAKE PARK AVENUE THAT LIES WESTERLY AND ADJOINING THE AFORESAID LOTS AND LYING NORTHERLY OF THE NORTH LINE OF 52ND STREET EXTENDED, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SAID SOUTH LAKE PARK AVENUE AND THE NORTH LINE OF 52ND STREET EXTENDED; THENCE EAST ON THE NORTH LINE OF 52ND STREET EXTENDED 29.08 FEET TO A POINT IN A CURVED LINE THAT IS 80 FEET WESTERLY OF AND CONCENTRIC WITH THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE NORTHERLY ALONG SAID CURVED LINE 80.77 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF BLOCK 16 OF HYDE PARK SUBDIVISION AFORESAID; THENCE NORTHERLY ALONG A CURVED LINE BEING CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 5,000 FEET, A DISTANCE OF 81.53 FEET TO THE SOUTH LINE OF LOT 3 IN OWNERS DIVISION OF LOTS 1, 2, 3, 4, 11, 12, 13, 14, 15 AND 16 (EXCEPT THE NORTH 17 FEET OF SAID LOTS 1 AND 16) IN BLOCK 15 IN CORNELL'S RESUBDIVISION AFORESAID EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE OF LOT 3 IN OWNERS DIVISION AFORESAID EXTENDED EAST 36.95 FEET TO THE CENTER LINE OF SAID SOUTH LAKE PARK AVENUE; THENCE SOUTHERLY ALONG SAID CENTER LINE 163.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 20-11-405-022-0000; 20-11-405-026-0000

