

# UNOFFICIAL COPY



Doc#: 1200345037 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/03/2012 03:04 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 MARCH 12, 2003 AND KNOWN AS TRUST NO. 10-2495**

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 January 28, 2008 and recorded on February 26, 2008 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0805718075 and covered the following described Property:

LOTS 1, 2 AND 3 IN BLOCK 42 IN THE SUBDIVISION MADE BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PARTS OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 26-06-216-023

The property is located in Cook County at 8900 South Commercial Avenue, Chicago, Illinois 60617.

**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. 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 August 18, 2008 and known as Trust No. 10-2890, 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 and Ansemoss & Sons Inc. (Borrower) to Lender, with a loan amount of \$0.00, with an interest rate of 7.250 percent per year and maturing on .

(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 August 18, 2008 and known as Trust No. 10-2890, 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 and Ansemoss & Sons Inc. 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 12, 2003 and known as Trust No. 10-2495

By *Robert D. Hoop*  
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. 10-2495. Said Trust Agreement is a part of the Security Instrument hereof and any claims against said trust or any benefit from the signing of this Document shall be payable only out of any trust property which may be held, recorded, and said trustee shall not be personally liable for the payment of any of these terms and conditions of said Document or for the validity or condition of any trust property or for any Document with respect thereto. This is the full and true agreement of the parties hereto and their respective successors and assigns.

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**LENDER:**

LAKESIDE BANK

By

  
Donald Benjamin, Senior Vice President

**ACKNOWLEDGMENT.**

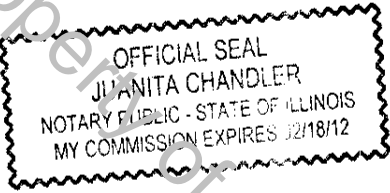
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STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, Juanita Chandler, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Laurel D. Thorpe **Trust Officer** and Silvia Medina **Trust Officer** for **NORTH STAR TRUST COMPANY** as Trustee, and not personally, under Trust Agreement dated March 12, 2003 and known as Trust # 10-2495 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 23rd day of December, 2011.

  
NOTARY PUBLIC



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

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

The foregoing Instrument was acknowledged before me by DONALD BENJAMIN, the SR. V. P. of, and \_\_\_\_\_, the \_\_\_\_\_ of, LAKESIDE BANK, an Illinois Corporation, on behalf of the corporation, on this 6th day of DECEMBER, 2011.

  
NOTARY PUBLIC

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

