

# UNOFFICIAL COPY



Doc#: 1201034093 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/10/2012 03:06 PM Pg: 1 of 3

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 27, 2011. The parties and their addresses are:

**MORTGAGOR:**

**NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK, UNDER TRUST AGREEMENT DATED JUNE 18, 1999 AND KNOWN AS TRUST NO. 10-2064**  
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 7, 2002 and recorded on June 18, 2002 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 0020678255 and covered the following described Property:

LOT 12 TO 15 IN JOHN A. YALES RESUBDIVISION OF BLOCK 40 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-05-209-001 AND 17-05-209-002

The property is located in Cook County at 865-875 West North Avenue, Chicago, Illinois 60622-2504.

**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. 60394996, dated June 7, 2002, from Tri-Equities, L.L.C. and North Star Trust Company, as successor trustee to Lakeside Bank, under trust agreement dated June 18, 1999 and known as Trust No. 10-2064 (Borrower) to Lender, with a loan amount of \$3,638,360.29, with an interest rate of 5.250 percent per year and maturing on January 7, 2014.

(b) All Debts. All present and future debts from Tri-Equities, L.L.C. and North Star Trust Company, as successor trustee to Lakeside Bank, under trust agreement dated June 18, 1999 and known as Trust No. 10-2064 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.

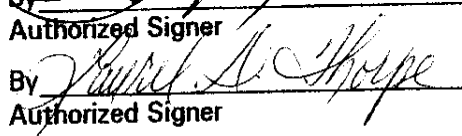
**3. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

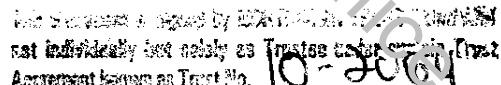
**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

North Star Trust Company, as successor trustee to Lakeside Bank, under trust agreement dated June 18, 1999 and known as Trust No. 10-2064

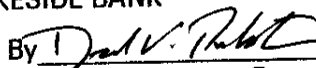
By   
Authorized Signer

By   
Authorized Signer

This document is signed by  not individually but solely as Trustee under certain Trust Agreement known as Trust No. 10-2064. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee shall be limited to the signing of this Document. No liability of any kind shall be personally liable for any loss or damage of any of these terms and conditions of this document or for the validity or condition of the title of said property or for 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   
David V. Pinkerton, Executive Vice President

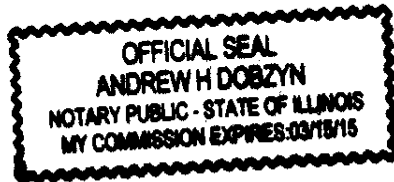
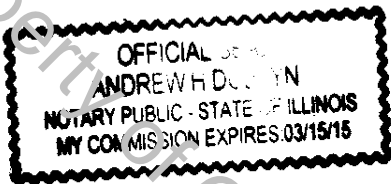
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Andrew H Dobzyn, a Notary Public in and for said County, in the State aforesaid, do hereby  
certify that Gregory S. Kozlowski <sup>VP</sup> and Laurel Thorpe  
Trust Officer for NORTH STAR TRUST COMPANY as Trustee, and not personally, under Trust  
Agreement dated 6-18-99 and known as Trust # 10-2004 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 29 day of  
December, 2011

Andrew H Dobzyn  
NOTARY PUBLIC

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



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing Instrument was acknowledged before me by  
DAVID V. PINKERTON, the EXECUTIVE VICE PRESIDENT of, and  
\_\_\_\_\_ the \_\_\_\_\_ of,  
LAKESIDE BANK an Illinois Corporation, on behalf of the corporation, on this 29th  
day of DECEMBER, 2011.

Karen J. Venetch  
NOTARY PUBLIC

My Commission Expires:

02/22/13

