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1204534093

Doc#: 1204534093 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/14/2012 02:34 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 21, 2011. The parties and their addresses are:

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE U/T/A DATED JUNE 2, 1994 A/K/A TRUST NO.4663

An Illinois Trust
171 North Clark Street
Chicago, IL 60601

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 25, 2008 and recorded on July 2, 2008 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0818455060 and covered the following described Property:

LOT 30 (EXCEPT THE WEST 20 FEET 4 INCHES THEREOF) AND ALL OF LOT 31 IN BLOCK 4 IN SZAJKOWSKI'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-21-329-027

The property is located in Cook County at 5322 West Belmont Avenue, Chicago, Illinois 60641.

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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:

(1) **Secured Debts.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

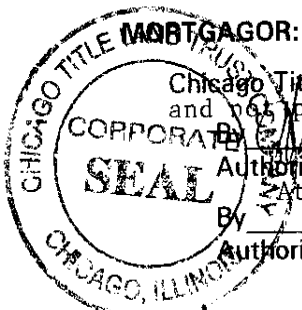
(a) **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 60597391, dated June 25, 2008, from Gene's Sausage Shop & Delicatessen Inc., Eugene Luszc , Alice Luszc , Derek Luszc , North Star Trust Company, as successor to Pioneer Bank & Trust Company u/t/a dated November 14, 1978 a/k/a Trust No. 21564 and Chicago Title Land Trust Company, as trustee u/t/a dated June 2, 1994 a/k/a Trust No.4663 (Borrower) to Lender, with a loan amount of \$819,873.09, with an initial interest rate of 5.000 percent per year (this is a variable interest rate and may change as the promisor / note prescribes) and maturing on April 21, 2012.

(b) **All Debts.** All present and future debts from Gene's Sausage Shop & Delicatessen Inc., Eugene Luszc , Alice Luszc , Derek Luszc , North Star Trust Company, as successor to Pioneer Bank & Trust Company u/t/a dated November 14, 1978 a/k/a Trust No. 21564 and Chicago Title Land Trust Company, as trustee u/t/a dated June 2, 1994 a/k/a Trust No.4663 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:

Chicago Title Land Trust Company, as trustee u/t/a dated June 2, 1994 a/k/a Trust No.4663 and not personally

Authorized Signer

Attestation not required pursuant to

By corporate bylaws

Authorized Signer

Trust Officer

This instrument is executed by the undersigned Trust Officer, not personally but solely as Trust Officer, by virtue of power and authority conferred upon a full and complete understanding. It is expressly understood that the undersigned Trust Officer, indemnities, represents and warrants that the undersigned Trust Officer has undertaken by it solely in its capacity as Trust Officer and not personally. No personal liability shall be incurred by or shall be assumed by or shall be imposed upon the undersigned Trust Officer against the Trustee on account of any representation, covenant, undertaking or agreement made by the Trustee in this instrument.

LENDER:

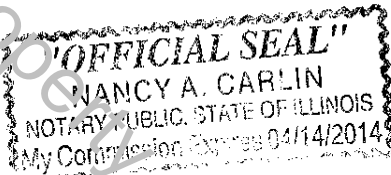
LAKESIDE BANK

By Stan J. Bochnowski, Executive Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harriet Denisevicz, ~~xxx~~
Trust Officer of for Chicago Title/ Land Trust Company as Trustee, and not personally, under Trust Agreement dated June 2, 1994 and known as Trust # 4663 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 6th day of February 2012



Nancy A. Carlin
NOTARY PUBLIC

Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Instrument was acknowledged before me by Stan J. Bochnowski, the Executive Vice President of and _____, the _____ of, _____ Lakeside Bank, an Illinois Corporation, on behalf of the corporation, on this 1st day of February, 2012.

Melanda Kywe
NOTARY PUBLIC

My Commission Expires:

