

# UNOFFICIAL COPY



Doc#: 1209713024 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/06/2012 01:37 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 March 14, 2012. The parties and their addresses are:

**MORTGAGOR:**

**NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK, U/T/A DATED SEPTEMBER 8, 2004 AND KNOWN AS TRUST NUMBER 10-2741**

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 September 14, 2004 and recorded on September 22, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0426639087 and Re-Recorded on January 25, 2005 as Document Number 0502503138 and covered the following described Property:

LOT 13, (EXCEPT THE WEST 6.5 FEET THEREOF), LOT 14, LOT 15, LOTS 16 AND 17 IN BLOCK 4 IN ARCHER ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-28-212-003 and 17-28-212-002

The property is located in Cook County at 309-313 West 23rd Street, Chicago, Illinois 60616.

**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. 106326925, dated September 14, 2004, from Richland Group Enterprises Incorporated, Richland/23rd Street, LLC and North Star Trust Company, as successor trustee to Lakeside Bank, u/t/a dated September 8, 2004 and known as Trust Number 10-2741 (Borrower) to Lender, with a loan amount of \$2,252,200.36, with an initial interest rate of 5.000 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on June 14, 2012.

(b) All Debts. All present and future debts from Richland Group Enterprises Incorporated, Richland/23rd Street, LLC and North Star Trust Company, as successor trustee to Lakeside Bank, u/t/a dated September 8, 2004 and known as Trust Number 10-2741 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, u/t/a dated September 8, 2004 and known as Trust Number 10-2741.

By [Signature]  
Authorized Signer

By [Signature]  
Authorized Signer

**LENDER:**

LAKESIDE BANK

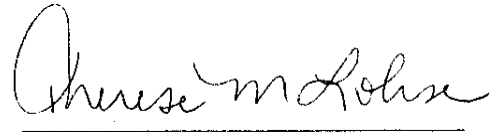
By [Signature]  
Stan J. Bochrowski, Executive Vice President

This Document is signed by NORTHSTAR TRUST COMPANY, not individually but solely as Trustee under certain Trust Agreement known as Trust No. 10-2741. Said Trust Agreement is hereby made a part hereof and any claims against said Trust Agreement are released from the signing of this Document. The Trustee shall not be held liable for any of these terms and conditions for the validity or condition of the Security Document with respect thereto. NORTH STAR TRUST COMPANY is the only signatory to the parties hereto and their respective successors.

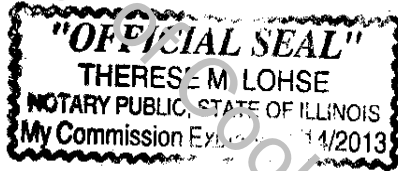
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Therese M. Lohse, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Laurel Thorpe ~~Trust Officer~~ and Jacques Brander ~~Trust Officer~~ for NORTH STAR TRUST COMPANY as Trustee, and not personally, under Trust Agreement dated September 8, 2004 and known as Trust # 16-2741 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 2nd day of April, 2012


  
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 2 day of April, 2012

  
NOTARY PUBLIC

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

