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Doc#: 1210422066 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/13/2012 02:13 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, Illinois 60608-1559
When recorded return to Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 12, 2009. The parties and their addresses are:

MORTGAGOR:

**NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK U/T/A DATED
OCTOBER 5, 2006 AND KNOWN AS TRUST NUMBER 10-2896**
An Illinois Trust
500 West Madison Street
Suite 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 October 12, 2006 and recorded on October 31, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0630433088 and covered the following described Property:

THE NORTH 50 FEET (EXCEPT THE EAST PART TAKEN FOR AN ALLEY), OF THE SOUTH 273 FEET OF THE WEST 1/2 OF BLOCK 41 IN EVANSTON, IN PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS. PARCEL 2: THE SOUTH 60 FEET (EXCEPT THE EAST PART THEREOF TAKEN OR USED FOR ALLEY) OF THE NORTH 217 FEET OF THE WEST HALF OF BLOCK 41 IN EVANSTON IN TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-328-003 and 11-18-328-004

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The property is located in Cook County at 1319-1323 North Maple Avenue, Evanston, Illinois 60201.

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 and Future Advances. 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. 1676639-01, dated October 12, 2006, from 1323 North Maple LLC and North Star Trust Company, as successor trustee to Lakeside Bank u/t/a dated October 5, 2006 and known as Trust Number 10-2896 (Borrower) to Lender, with a loan amount of \$5,696,697.69, with an initial interest rate of 3.75 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on April 12, 2011.

(b) Future Advances. All future advances from Lender to 1323 North Maple LLC and North Star Trust Company, as successor trustee to Lakeside Bank u/t/a dated October 5, 2006 and known as Trust Number 10-2896 under the Specific Debts executed by 1323 North Maple LLC and North Star Trust Company, as successor trustee to Lakeside Bank u/t/a dated October 5, 2006 and known as Trust Number 10-2896 in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to 1323 North Maple LLC and North Star Trust Company, as successor trustee to Lakeside Bank u/t/a dated October 5, 2006 and known as Trust Number 10-2896 either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate 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 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) All Debts. All present and future debts from 1323 North Maple LLC and North Star Trust Company, as successor trustee to Lakeside Bank u/t/a dated October 5, 2006 and known as Trust Number 10-2896 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.

(d) 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.

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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 October 5, 2006 and known as Trust Number 1072806

By *[Signature]*
Authorized Signer

By *[Signature]*
Authorized Signer

LENDER:

LAKESIDE BANK

By *[Signature]*
David V. Pinkerton, Executive Vice President

ACKNOWLEDGMENT.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, **Maritza Castillo**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Jacqueline Escha**, **Vice-President** and **Successor Trustee** under Trust Agreement dated 10-05-06 **TRUST OFFICER** for ~~North Star Trust Company~~ as Trustee, and not personally, and known as Trust # 10-2896 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 30th day of November, 2009.

Maritza Castillo
NOTARY PUBLIC



Commission Expires: _____

Prope
Cook County Clerk's Office