

# UNOFFICIAL COPY



Doc#: 1215213032 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/31/2012 01:07 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 March 22, 2012. The parties and their addresses are:

**MORTGAGOR:**

**NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK, U/T/A DATED SEPTEMBER 9, 2002 AND KNOWN AS TRUST NUMBER 10-2420**

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 November 22, 2000 and recorded on December 11, 2000 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document Number 00972730 and covered the following described Property:

LOT 11 IN BLOCK 1 IN THE COLUMBIAN LAND ASSOCIATION ADDITION TO HIGH RIDGE, IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-06-204-017-0000

The property is located in Cook County at 6328 North Clark Street, Chicago, Illinois 60640.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

# UNOFFICIAL COPY

The Security Instrument is modified as follows:

**A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$144,000.00. Any limitation of amount does not include interest, attorneys' fees and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**B. 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. 60415791, dated November 22, 2000, from Robert J. Markley and North Star Trust Company, as successor trustee to Lakeside Bank, u/t/a dated September 9, 2002 and known as Trust Number 10-2420 (Borrower) to Lender, with a loan amount of \$144,000.00, with an interest rate of 5.750 percent per year and maturing on March 22, 2017.

(b) All Debts. All present and future debts from Robert J. Markley and North Star Trust Company, as successor trustee to Lakeside Bank, u/t/a dated September 9, 2002 and known as Trust Number 10-2420 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 9, 2002 and known as Trust Number 10-2420

By Angela Strinetti **President**  
Authorized Signer

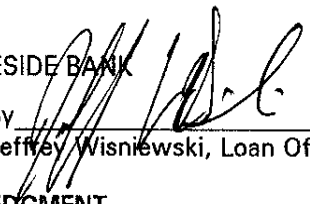
By [Signature] **Trust Officer**  
Authorized Signer

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 10-2420. Said Trust Agreement is hereby made a part hereof and any claims against the parties herein may result from the signing of this Document. This is the only act of any trust property which may be a part of said trust and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the life 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.

# UNOFFICIAL COPY

LENDER:

LAKESIDE BANK

By   
Jeffrey Wisniewski, Loan Officer

ACKNOWLEDGMENT.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

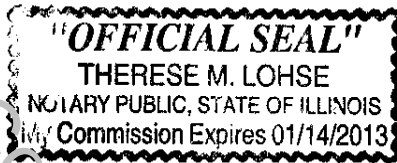
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Angela Giannetti ~~Vice President~~ and Maritza Castillo ~~Trust Officer~~ for NORTH STAR TRUST COMPANY trustee, and not personally, under Trust Agreement dated 9-9-02 and known as Trust # 10-2420 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 10th day of May, 2012

THERESE M. LOHSE  
NOTARY PUBLIC

NOTARY PUBLIC

Commission Expires:



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing Instrument was acknowledged before me by Jeffrey Wisniewski, the Loan Officer of, and \_\_\_\_\_, the \_\_\_\_\_ of, Lakeside Bank, an Illinois Corporation, on behalf of the corporation, on this 10th day of May, 2012.

Melanda Kywe  
NOTARY PUBLIC

My Commission Expires:

