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Doc#: 1221218049 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/30/2012 03:27 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 June 14, 2012. The parties and their addresses are:

MORTGAGOR: Chicago Title Land Trust Company, as successor trustee to NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK, U/T/A DATED SEPTEMBER 8, 2004 AND KNOWN AS TRUST NUMBER 10-2741 and not personally An Illinois Trust
~~500 West Madison Street, Ste 3150~~ 171 North Clark Street, Suite 575
Chicago, IL ~~60661~~ 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 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. 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 \$2,106,806.24. 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. 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 \$2,106,806.24, 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 September 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.

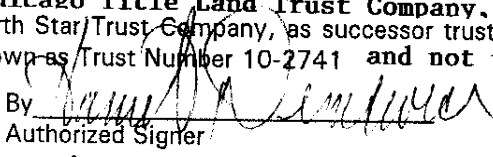
3. CONTINUATION OF TERMS. Except as specifically amended in this Modification all of the terms of the Security Instrument shall remain in full force and effect.

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

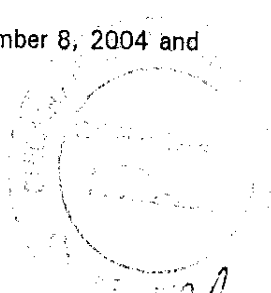
(See reverse side for the Exculpatory Provision of Chicago Title Land Turst Company)

MORTGAGOR:

Chicago Title Land Trust Company, successor trustee to North Star Trust Company, as successor trustee to Lakeside Bank, u/t/a dated September 8, 2004 and known as Trust Number 10-2741 and not personally

By  Trust Officer
Authorized Signer

By _____ **Attestation not required pursuant to corporate bylaws**
Authorized Signer



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LENDER:

LAKESIDE BANK

By 

Stan J. Bochnowski, Executive Vice President

ACKNOWLEDGMENT.

Property of COOK County Clerk's Office

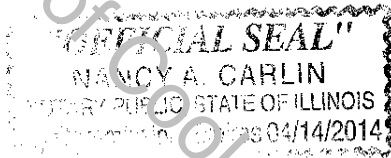


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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harriet Denisevicz, Trust Officer ~~xxx~~ Land Trust Company for Chicago Title as Trustee, and not personally, under Trust Agreement dated Sept 8, 2004 and known as Trust # 10-2741 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 26 day of July 2012

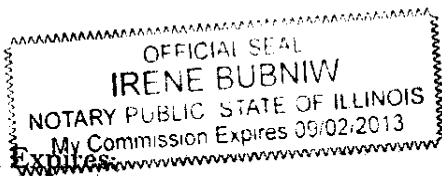
Nancy A. Carlin
NOTARY PUBLIC



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 Lakeside Bank, the _____ of, an Illinois Corporation, on behalf of the corporation, on this 26 day of July, 2012



My Commission Expires:

Irene Bubniw
NOTARY PUBLIC