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Doc#: 1222045077 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/07/2012 03:08 PM Pg: 1 of 5

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 August 3, 2012. The parties and their addresses are:

MORTGAGOR:

CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO NORTH STAR TRUST COMPANY AND TO LAKESIDE BANK, U/T/A DTD 3/6/04 A/K/A TRUST #10-2674

An Illinois Trust
171 North Clark Street
Suite 575
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 July 2, 2004 and recorded on July 13, 2004 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0419539122 and covered the following described Property:

SEE ATTACHED EXHIBIT A

The property is located in Cook County at 1345 North Pulaski Avenue, Chicago, Illinois 60651.

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:

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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 \$2,649,685.00. 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. 10835496, dated July 2, 2004, from John M. Scali, Grand & Pulaski Citgo, Inc. and Chicago Title Land Trust Company, as successor trustee to North Star Trust Company and to Lakeside Bank, u/t/a dtd 3/5/04 a/k/a Trust #10-2674 (Borrower) to Lender, with a loan amount of \$1,890,000.00, with an interest rate of 5.000 percent per year and maturing on August 3, 2014.

(b) All Debts. All present and future debts from John M. Scali, Grand & Pulaski Citgo, Inc. and Chicago Title Land Trust Company, as successor trustee to North Star Trust Company and to Lakeside Bank, u/t/a dtd 3/5/04 a/k/a Trust #10-2674 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 successor trustee to North Star Trust Company and to Lakeside Bank, u/t/a dtd 3/5/04 a/k/a Trust #10-2674

By *Robert A. Gasp*
Authorized Signer

By pursuant to corporate by-laws.
Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, acknowledgments and agreements hereinafter made on the part of the Trustee are undertaken by it and not personally as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall it be, and no asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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LENDER:

LAKESIDE BANK

By 
Donald Benjamin, Senior Vice President

ACKNOWLEDGMENT.

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EXHIBIT A

PARCEL 1:

LOTS 4 AND 5 IN BLOCK 2 IN THOMAS J. DIVEN'S SUBDIVISION OF BLOCKS 7 TO 11 IN FREEER'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11 THROUGH 15, BOTH INCLUSIVE (EXCEPT THAT PART THEREOF LYING WITHIN THE WEST 50 FEET OF SECTION 6 HEREIN DESCRIBED) IN CUMMINGS AND COMPANY'S SUBDIVISION IN THE NORTH PART OF BLOCK 13 AND LOTS 1 TO 23 IN THE SUBDIVISION OF THE SOUTHPART OF BLOCK 13 IN SEFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO ALL OF THE NORTH AND SOUTH VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOTS 11 TO 15 LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF SAID LOT 15 LYING WEST AND SOUTHWESTERLY OF AND ADJOINING OF WEST AND SOUTHWESTERLY LINES RESPECTIVELY OF SAID LOT 16 AND LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE INTERSECTION OF THE SOUTH AND SOUTHEASTERLY LINE OF SAID LOT 15 TO THE INTERSECTION OF THE SOUTH AND SOUTHWESTERLY LINE OF LOT 16 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1345 NORTH DULASKI AVENUE, CHICAGO, ILLINOIS

PIN: 16-02-123-002, 003, 17-06-328-001, 002, 003, 004, 005