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Doc#: 1224818064 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/04/2012 02:25 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 October 31, 2011. The parties and their addresses are:

MORTGAGOR:

NORTH STAR TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LAKESIDE BANK UNDER TRUST AGREEMENT DATED APRIL 18, 1991 AND KNOWN AS TRUST NUMBER 10-1496
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 September 19, 2006 and recorded on September 26, 2006 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds as Document Number 0626955188 and covered the following described Property:

LOTS 21, 22, 23 AND 24 IN BLOCK 2 IN SUTTON'S SUBDIVISION OF BLOCK 28 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO THE NORTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING LOTS 21, 22, 23 AND 24 AFORESAID. PIN: #17-33-320-041

The property is located in Cook County at 3737 South Normal Avenue, 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 renewal note or other agreement, No. 60565091, dated October 31, 2011, from Michael DiFoggio, III, The Bernadette Corporation and North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated April 18, 1991 and known as Trust Number 10-1496 (Borrower) to Lender, with a loan amount of \$639,903.87 and maturing on April 1, 2015. ^{ML}

(b) All Debts. All present and future debts from Michael DiFoggio, III, The Bernadette Corporation and North Star Trust Company, as successor trustee to Lakeside Bank under Trust Agreement dated April 18, 1991 and known as Trust Number 10-1496 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 36 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 under Trust Agreement dated April 18, 1991 and known as Trust Number 10-1496

By *Samuel D. Hoopes*
Authorized Signer **Attestation not required**
By pursuant to corporate 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, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:


LAKESIDE BANK

By *Nicholas Wycklendt*
Nicholas Wycklendt, Loan Officer **F.R.V.P.**

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Laurel D. Thorpe, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Laurel D. Thorpe ~~CHICAGO TITLE AND TRUST COMPANY~~ ^{Trust Officer} and _____
_____ for _____ as Trustee, and not personally, under Trust Agreement dated April 18, 1991 and known as Trust # 10-1496 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 August, 2012



NOTARY PUBLIC

Commission Expires:



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Instrument was acknowledged before me by DONALD BENJAMIN, the SR. VICE PRESIDENT of, and _____, the _____ of, LAKESIDE BANK, an Illinois Corporation, on behalf of the corporation, on this 31ST. day of OCTOBER, 2011.


NOTARY PUBLIC

My Commission Expires: _____
OFFICIAL SEAL
IRENE BUBNIW
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 09/02/2013