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Doc#: 1233316083 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/28/2012 02:48 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 May 20, 2012. The parties and their addresses are:

MORTGAGOR:

ROBERT J. MARKLEY
1420 West Farragut Ave
Chicago, IL 60640-2130

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 20, 2009 and recorded on November 25, 2009 (Security Instrument). The Security Instrument was recorded in the records of Cook County, Illinois at the Recorder of Deeds office as Document number 0932922060 and covered the following described Property:

UNIT 816-1S TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 816-820 WEST LAKESIDE PLACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0508319099, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-17-205-062-1004

UNIT 816-2S TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 816-820 WEST LAKESIDE PLACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0508319099, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN: 14-17-205-062-1005

The property is located in Cook County at 816 West Lakeside Place
Units 1S and 2S, Chicago, Illinois 60640-5729.

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. 19030991, dated November 20, 2009, from Brownstone Antiques & Collectibles, Inc., Robert J. Markley and Timothy A.K. White (Borrower) to Lender, with a maximum credit limit of \$50,000.00, with an initial interest rate of 5.750 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on August 20, 2012.

(b) **Future Advances.** All future advances from Lender to Brownstone Antiques & Collectibles, Inc., Robert J. Markley and Timothy A.K. White under the Specific Debts executed by Brownstone Antiques & Collectibles, Inc., Robert J. Markley and Timothy A.K. White 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 Brownstone Antiques & Collectibles, Inc., Robert J. Markley and Timothy A.K. White 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 Brownstone Antiques & Collectibles, Inc., Robert J. Markley and Timothy A.K. White 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:

[Signature]
Robert J. Markley
Individually

LENDER:

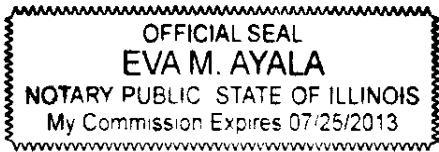
LAKESIDE BANK
By [Signature]
Jeffrey Wisniewski, Vice President

ACKNOWLEDGMENT.

(Individual)
County OF Cook, State OF Illinois ss. 28th day of September, 2012
This instrument was acknowledged before me this 28th day of September, 2012
by Robert J. Markley .

My commission expires:

[Signature]
(Notary Public)



Property of Cook County Clerk's Office

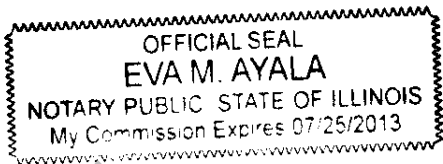
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(Lender Acknowledgment)

County OF Cook, State OF Illinois ss.
This instrument was acknowledged before me this 28th day of September, 2012
by Jeffrey Wisniewski -- Vice President of LAKESIDE BANK, a corporation, on behalf of the corporation.

My commission expires:

Eva M Ayala
(Notary Public)



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