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1463/0090 11 081 Page 1 of 4
2001-04-11 15:58:59
Cook County Recorder 27.50



MEMORANDUM OF MODIFICATION AGREEMENT

Account Number 6036489-01

This memoranoum, dated as of April 5, 2001, is by and between LAKESIDE BANK, an Illinois Banking Corporation ("Mortgagee"), and Lakeside Bank, as Trustee under Trust Agreement Number 10-1847 Jaced May 12, 1997 (the "Mortgagor").

Pursuant to a certain Note Modification Agreement of even date herewith and between the parties hereto (and others), which is hereby incorporated herein by reference, the following described Mortgage, and the Note thereby secured, each dated October 22, 1996, executed by the Mortgagor and in the favor of the Mortgagee, have been amended or modified to reflect that the Contract Rate has been changed from Prime plus One (P +1%), floating per annum to Seven and Three Quarters (7.75%), fixed per annum and the payment schedule has changed.

The Mortgage was recorded November 6, 1996, with the Cook County Recorder of Deeds as Document Number 96848069, and pertains to the real estate described in attached Exhibit A.

MORTGAGEE:

LAKESIDE BANK

A ++ oa+.

MORAGOR:

Lakeside Pank, not personally, but Trustee,

as foresaid.

 $\mathbf{p}\mathbf{v}$

VICE PRESIDENT & IRUST OFFICER

Attest:

ASST. TRUST OFFICER

Prepared By and Mail To:

Lakeside Bank

Attn.: Donna J. Reinke

1112 South Wabash Avenue

Chicago, Illinois 60605

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A

LOTS I TO 8, BOTH INCLUSIVE, IN JAMES GROVE'S SUBDIVISION OF THE WEST: 13.67 RODS OF THE EAST 41.02 RODS OF THE SOUTH 11.70 RODS KNOWN AS LOT 3 OF THE ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 452 WEST 47TH STREET, CHICAGO, ILLINOIS 60609

PIN: #20-04-332-025-0000 / 20-04-332-026-0000 / 20-04-332-027-0000 #20-04-332-028-3000 / 20-04-332-029-0000 / 20 04-332-030-0000 #20-04-332-031-0000 AND 20-04-332-032-0000

20 and 20 Of County Clarks Office

UNOFFICIAL COPPY92164 Page 3 of 4

STATE OF ILLINOIS)) SS				
COUNTY OF COOK)	•				
I,	AGNES TAMUSUZA	·	, a Notary Pub	lic in and for sa	id County, in the State
aforesaid, do hereby certify	y that <u>VINCENT J.</u>	TOLVE, VICE	PRESIDENT ANI	<u>O TRUST OFF</u>	<u>TCER</u> and
DAVID V. PINKERTON,					Trustee, and not
personally, under Trust A	greement dated	MAY 1, 1997	and l	mown as Trust	No. <u>10-1847</u> are
personally known to me to	be the same persons w	vhose names are s	ubscribed to the fo	regoing instrun	nent, appeared before me
this day in person and ack	nowledged that they si	gned, sealed and (the said instrument	as their own fr	ee and voluntary act, for
the uses and purposes ther	ein set forth on this	10 TH day	of <u>APRIL</u> , 2001.	:	1
Commission Expires:	000 PM Ox	A. TAM NOTARY PUBLIC,	AL SEAL NUSUZA STATE OF ILLINOIS EXPIRES 6-12-2004	Hami	NOTARY PUBLIC
			OUNT C		
					Co



Lakeside Bank

55 WEST WACKER DRIVE . CHICAGO, ILLINOIS 60601-1699 . (312) 435-5100

AGREEMENT RIDER

This agreement is executed by LAKESIDE BANK, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is pereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or in plied, or for the validity or condition of the title to said property or for any agreement with respect thereto. All representations of the Trustee, including those as to title, are those of the Trustee's beneficiary only. Any and all personal liability of LAKESIDE BANK is hereby expressly waived by the parties hereto and their respective personal representatives, estates, heirs, successors and assigns.