

# UNOFFICIAL COPY

04081759

## THIRD NOTE MODIFICATION AGREEMENT

Lakeside Bank (the "Lender"), an Illinois Banking Corporation and the undersigned, Maria A. Cruto (the "Borrower") agree as follows:

1. The Lender presently owns and holds BORROWER'S note, dated November 18, 1993, and payable to the Lender in the sum of \$35,000.00 with a current Balance of \$35,000.00. The note is executed by Lakeside Bank as Trustee U/T/A dated May 7, 1993, A/K/A Trust 10-1582 at the direction of Maria A. Cruto (the "Borrower") in her capacity as sole beneficiary of said trust as well as a prime obligor (through her separate undertaking) on the note.

2. The note is secured by, among other things, a mortgage of same date conveying the premises commonly known as 59 W. Schiller, Chicago, Illinois. The mortgage was recorded with the Cook County Recorder of Deeds on May 25, 1993, as Document No. 93396913 and modified on February 18, 1994 as Document No. 94198941, modified May 18, 1994 as document No. 94576651, and further modified on September 30, 1994 as Document No. 94947651, securing the real estate described in attached Exhibit "A". The Note, Mortgage, and all other documents evidencing or securing the Loan (the "Loan Documents") are hereby incorporated herein by reference.

3. The Borrower has requested and the Lender has agreed that the terms of the Loan be modified. Accordingly, but subject to the conditions hereinafter provided, the Note and Mortgage (and each of the other Loan Documents to the extent necessary to conform thereto) are hereby amended as follows:

(a) The Maturity Date is changed from November 18, 1994 to January 18, 1995.

4. The Borrower hereby warrants to the Lender that the title to the Premises and the priority of the Lien are in the same condition and subject to no exceptions other than as shown except that the real estate taxes are currently paid and the Premises are free and clear from any mechanics (or other) liens with respect to any construction work thereon.

5. The foregoing modification shall be effective as of the date hereof, all other provisions of the note shall remain in full force and effect the execution hereon by the Borrower shall also constitute its direction upon the land trust to execute such documents reflecting this modification as the BANK may deem necessary or appropriate hereto.

Dated this 18th day of November, 1994.

DEPT-01 RECORDING 831.00  
T#2222 TRPA 3866 12/29/94 12:14:00  
40879 OK \* -04-081789

LENDER:

BORROWERS: COOK COUNTY RECORDER

LAKESIDE BANK

BY: [Signature]

[Signature]  
Maria A. Cruto

ITS: [Signature]

Lakeside Bank AND NOT PERSONALLY  
as Trustee U/T/A dated  
5/7/93, #10-1582

BY: [Signature]  
Vice President & Trust  
Officer

BY: [Signature]  
Assistant Secretary

RETURN TO  
BOX 210  
LAKESIDE BANK

3/00

SEE RIDER ATTACHED HERETO  
AND MADE A PART HEREOF.

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## EXHIBIT "A"

Attached to and forming a part of a Note and Mortgage Modification Agreement, dated November 18, 1994 between Maria A. Cruto, and Lakeside Bank.

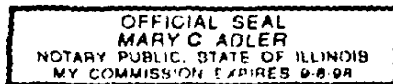
Lot 5 in the Subdivision of Lots 4 to 7 in Burton's Subdivision of the South Part of Lot 14 in Bronson's Addition to Chicago in the Northeast 1/4 Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of the North 25.00 feet of Lot 11 Lying South of the adjoining Lot 5 aforesaid, said Lot 11 being in Chicago Land Clearing Commission No. 3, being a consolidation of Lots and Parts of Lots and vacated alleys in Bronson's addition aforesaid, all in Cook County, Illinois.

Commonly known as: 59 W. Schiller  
Chicago, Illinois

Permanent Tax No.: 17-04-217-005  
17-04-217-060

STATE OF ILLINOIS )  
                          )SS  
COUNTY OF COOK   )

I, Mary C. Adler, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BURT MESSICK, VICE PRESIDENT and EVA AYALA, ASSISTANT SECRETARY FOR LAKESIDE BANK as Trustee, and not personally, under Trust Agreement dated 05-01-93 and know as Trust # 101582 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 and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth on this 22<sup>nd</sup> day of December, 19 94.



Mary C. Adler  
NOTARY PUBLIC

Commission Expires: 9-8-98

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I, Mary C. Adler, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Maria A. Cruto, who is personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Maria A. Cruto, signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth on this 24<sup>th</sup> day of December, 19 94.

Given under my hand and notarial seal this 24<sup>th</sup> date of December, 19 94.



Mary C. Adler  
NOTARY PUBLIC

COMMISSION EXPIRES: 9-8-98

This Document was prepared by:

JoAnn Wong  
Lakeside Bank  
55 West Wacker Drive  
Chicago, Illinois 60601

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Lakeside Bank, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Lakeside Bank, Trustee, or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Lakeside Bank, Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Lakeside Bank, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Lakeside Bank, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

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Property of Cook County Clerk's Office

RETURN TO  
BOX 219  
LAKESIDE BANK