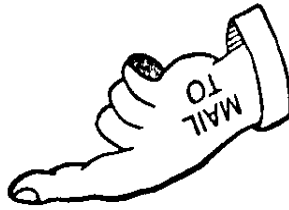




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1998-11-25 14:58:25  
Cook County Recorder 31.50

LAKESIDE BANK  
55 WEST WACKER DRIVE  
CHICAGO, ILLINOIS 60601



1026069

## MEMORANDUM OF SECOND MODIFICATION

In accordance with and subject to the terms and conditions of that certain Loan Modification Agreement between each of the undersigned of (if a Trustee) its beneficiaries, of even date herewith and hereby incorporated herein by reference, the following described Mortgages, each executed by one or more of the undersigned "Mortgagors" in favor of the undersigned "Mortgagee", have been modified to reflect that, with respect to a certain Loan or the guaranties thereof which are secured by the Mortgages, the amount available of the line of credit portion under the Note evidencing the Loan has been reduced, and the Maturity of said Note has been extended to October 18, 1999.

The Mortgages are each dated July 18, 1996 and recorded with the Cook County Recorder of Deeds on August 20, 1996, then modified on July 18, 1997 and recorded with the Cook County Recorder of Deeds as Document Number 97673744 and further modified November 17, 1997 and recorded with the Cook County Recorder of Deeds as Document Number 97965856, the respective parcels of Real Estate which are the subjects thereof are legally described in attached Exhibit "A".

This Memorandum may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: October 1, 1998

### MORTGAGEE:

LAKESIDE BANK

BY: Sheila B. Weber  
ITS: Vice President

Attest: [Signature]

### MORTGAGORS AND GUARANTORS:

[Signature]  
C. Vincent Bakeman

[Signature]  
Doris M. Lomax

**BORROWERS:**

Southwood Corporation, an Illinois Corporation

BY: [Signature]  
ITS: Exec. U.P.

BY: [Signature]  
ITS:

Human Resources Development Institute, Inc.

BY: [Signature]  
ITS: Exec. U.P.

BY: [Signature]  
ITS:

Lakeside Bank, not personally, but as Trustee  
under Trust Agreement Number 10-1185

BY: [Signature]  
ITS: VICE - PRESIDENT & TRUST OFFICER

BY: [Signature]  
ITS:

Lakeside Bank, not personally, but as Trustee  
under Trust Agreement Number 10-1200

BY: [Signature]  
ITS: VICE - PRESIDENT & TRUST OFFICER

BY: [Signature]  
ITS:

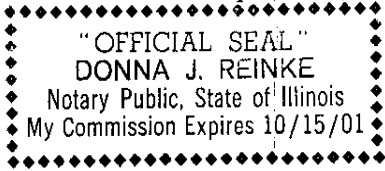
SEE RIDER ATTACHED HERETO  
AND MADE A PART HEREOF.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

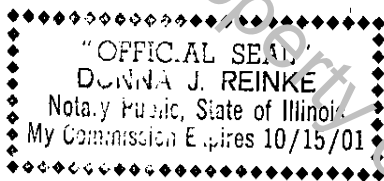
STATE OF ILLINOIS (COUNTY OF COOK)

The foregoing Instrument was acknowledged before me by C. VINCENT BAKEMAN, the ~~DORES M. LOMAX~~ and by DORES M. LOMAX, the EXEC V.P. of HRDI, on behalf of the corporation, on this 24th day of November, 1998.



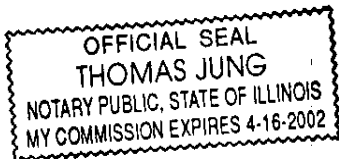
Donna J. Reinke  
NOTARY PUBLIC

The foregoing Instrument was acknowledged before me by C. VINCENT BAKEMAN the and by DORES M. LOMAX, the EXEC V.P. of HRDI, on behalf of the corporation, on this 24th day of November, 1998.



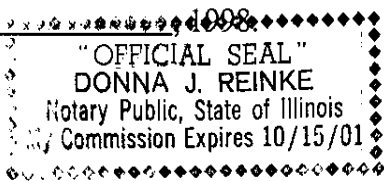
Donna J. Reinke  
NOTARY PUBLIC

The foregoing Instrument was acknowledged before me by Vincent TOLVE, the Vice President and by Suzanne Henson, the Asst. Trust Officer of LAKESIDE BANK, an Illinois Banking Corporation, on this 24th day of November, 1998.



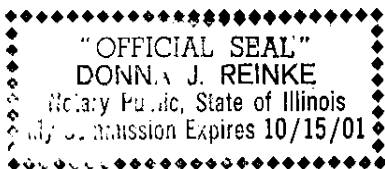
Thomas Jung  
NOTARY PUBLIC

The foregoing Instrument was acknowledged before me by SHEILA B. WEBER, the VICE PRESIDENT and by JOANN WANG, the VICE PRESIDENT of LAKESIDE BANK, an Illinois Banking Corporation, on this 24th day of November, 1998.



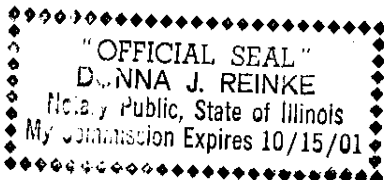
Donna J. Reinke  
NOTARY PUBLIC

The foregoing Instrument was acknowledged before me by C. VINCENT BAKEMAN on this 24th day of November, 1998.



Donna J. Reinke  
NOTARY PUBLIC

The foregoing Instrument was acknowledged before me by DORES M. LOMAX on this 24th day of November, 1998.



Donna J. Reinke  
NOTARY PUBLIC

EXHIBIT A

MORTGAGE DOCUMENT NO. 96-637-546

PARCEL 1: LOT 27 (EXCEPT THAT PART THEREOF DEDICATED FOR PUBLIC ALLEYS, AS SHOWN BY PLAT OF DEDICATION RECORDED JULY 11, 1981 AS DOCUMENT 10935846 IN BLOCK 292 OF PLATS PAGES 22 AND 23), ALL OF LOTS 28, 29, 30 AND 31, ALSO VACATED ALLEY LYING NORTH AND NORTHERLY OF THE NORTH AND NORTHERLY LINE OF LOT 27 AFORESAID AND SOUTH AND SOUTHERLY OF THE SOUTH AND SOUTHERLY LINE OF LOTS 28, 29, 30 AND 31, AFORESAID, AND WEST OF THE EAST LINE OF LOT 28 AFORESAID EXTENDED SOUTHERLY AND EAST OF THE WEST LINE OF LOT 31 AFORESAID EXTENDED SOUTHERLY ALL IN PESHORN'S ADDITION TO PULLMAN, A SUBDIVISION IN SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1891 AS DOCUMENT NO. 1399415, IN BOOK 45 OF PLATS PAGE 28, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 47-51 EAST 104TH STREET, CHICAGO, ILLINOIS

PIN: #25-15-111-022

MORTGAGE DOCUMENT NO. 96-637-546

PARCEL 2A: THE SOUTH 77 FEET OF THE NORTH 201 FEET OF THE EAST 135.50 FEET OF THE FOLLOWING DESCRIBED LAND TAKEN AS A TRACT, TO WIT: THE NORTH 150 FEET OF THE EAST 266.30 FEET OF BLOCK 3, ALSO THE NORTH 355.50 FEET OF THE EAST 125 FEET OF SAID BLOCK 3, ALL IN PULLMAN PARK ADDITION TO PULLMAN, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 22, AND THAT PART OF THE NORTHEAST 1/4 OF SAID SECTION LYING WEST OF THE RIGHT OF WAY OF THE I.C.R.R., ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING NORTH OF THE INDIAN BOUNDARY LINE, AND ALSO LOTS 1, 2, 3, 4, 5 AND 6 (EXCEPT THE SOUTH 16 FEET OF SAID LOT 6) AND THE VACATED ALLEYS LYING NORTH AND EAST OF SAID LOTS IN SEVENTH PALMER PARK ADDITION, A SUBDIVISION OF LOT 1 IN SAID BLOCK 3, ALL IN COOK COUNTY, ILLINOIS.

MORTGAGE DOCUMENT NO. 96-637-546

PARCEL 2B: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE USE AND BENEFIT OF PARCEL 2A AS SET FORTH AND DEFINED IN THE GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 88138430 AND AS CREATED BY DEED RECORDED AS DOCUMENT NO. 88139348, IN COOK COUNTY, ILLINOIS.

MORTGAGE DOCUMENT NO. 96-637-546

PARCEL 2C: THE FOLLOWING DESCRIBED LAND TAKEN AS A TRACT (EXCEPT THE NORTH 201 FEET THEREOF), TO WIT: THE NORTH 150 FEET OF THE EAST 266.30 FEET OF BLOCK 3, ALSO THE NORTH 359.50 FEET OF THE EAST 125 FEET OF SAID BLOCK 3, ALL IN PULLMAN PARK ADDITION TO PULLMAN, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 22, AND THAT PART OF THE NORTHEAST 1/4 OF SAID SECTION LYING WEST OF THE RIGHT OF WAY OF THE I.C.R.R., ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING NORTH OF THE INDIAN BOUNDARY LINE, AND LOTS 1, 2, 3, 4, 5 AND 6 (EXCEPT THE SOUTH 16 FEET OF SAID LOT 6) AND THE VACATED ALLEYS LYING NORTH AND EAST OF SAID LOTS, IN SEVENTH PALMER PARK ADDITION, A SUBDIVISION OF PARTS OF LOT 1 IN SAID BLOCK 3, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 11316-20 SOUTH KING DRIVE, CHICAGO, ILLINOIS

PIN: #25-22-117-052 AND 25-22-117-054

MORTGAGE DOCUMENT NO. 96 637 546

PARCEL 3: LOT 11 IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 27 IN SCHOOL SECTION 3  
ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 30 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 222 SOUTH JEFFERSON STREET, CHICAGO, ILLINOIS ✓

PIN: #17-16-111-022

MORTGAGE DOCUMENT NO. 96 637 546

PARCEL 4: LOTS 7 THROUGH 10, BOTH INCLUSIVE, IN THE RESUBDIVISION OF BLOCK 6 IN  
THE FIRST ADDITION TO PULLMAN, A SUBDIVISION OF THE EAST 775.5 FEET OF THE EAST 1/2  
OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, (EXCEPT THAT PART SHOWN AS OCCUPIED BY THE CHICAGO AND WISCONSIN  
ILLINOIS RAILROAD) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 11352 SOUTH STATE STREET, CHICAGO, ILLINOIS ✓

PIN: #25-21-223-036

MORTGAGE DOCUMENT NO. 96 637 546

PARCEL 5: LOTS 12 AND THE WEST 3 FEET OF LOT 13 IN BLOCK 3 IN KIONKA'S SUBDIVISION  
OF LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 3 IN ASSESSOR'S DIVISION OF THE WEST 1/2  
OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 11335 SOUTH STATE STREET, CHICAGO, ILLINOIS ✓

PIN: #25-22-110-030

MORTGAGE DOCUMENT NO. 96 637 546

PARCEL 6: LOTS 25 AND 26 IN BLOCK 1 IN HOMESTEAD ADDITION TO PULLMAN, BEING A SUBDIVISION  
IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 10901-03 SOUTH EDBROOKE AVENUE, CHICAGO, ILLINOIS ✓

PIN: #25-15-319-001

MORTGAGE DOCUMENT NO. 96 637 544

PARCEL 7: LOT 1 AND ALL OF LOT 2 AND THE EAST 1/2 OF LOT 3 IN BLOCK IN JOHNSON'S  
SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19,  
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

COMMONLY KNOWN AS: 2207 WEST 18TH STREET, CHICAGO, ILLINOIS ✓

PIN: #17-19-303-018 AND 17-19-303-019

MORTGAGE DOCUMENT NO. 96 637 548

PARCEL 8:  
LOTS 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FOURTH ADDITION TO HINKAMP AND COMPANY'S  
WESTERN AVENUE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31,  
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO  
THE PLAT THEREOF RECORDED MARCH 26, 1927 AS DOCUMENT NO. 9593488, IN COOK COUNTY,  
ILLINOIS.

COMMONLY KNOWN AS: 8151 SOUTH WESTERN AVENUE, CHICAGO, ILLINOIS ✓

PIN: #20-31-117-0000 - 20-31-117-004-0000 - 20-31-117-005-0000 & 20-31-117-025-0000

AGREEMENT RIDER

This agreement is executed by LAKESIDE BANK, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby 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 implied, 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.

County Clerk's Office