89517065

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NOTE MODIFICATION AGREEMENT

Lakeside Bank ("BANK") and its undersigned borrowers ("BORROWERS"), Thomas B. Pierce agree as follows:

- 1. The Bank presently owns and holds BORROWER'S note, dated December 15, 1987, and payable to the BANK in the sum of \$150,000.00. The note is executed by Lakeside Bank as Trustee under Trust No. 10-1243 at the direction of the BORROWER in his capacity as sole beneficiary of said trust as well as a prime obligator (through its separate undertaking) on the note.
- 2. The note is secured by, amoong other things, a mortgage of same date conveying the premises described on Exhibit "A" attached hereto, commonly known as 4727 South Greenwood Avenue., Chicago. The mortgage was recorded with the Cook County Recorder Of Deeds on December 24, 1987, as Document No. 8767971.
- 3. The note (and, to the extent necessary to effect the purposes hereof, the mortgage and all other related security agreements) is herewith modified to provide as follows:
 - a) The payments on account of principal and literest of said note shall become due and payable as follows:

 Loan to be extended for twelve (12) month period during which payments of interest only will be due on the lotal of each month. Commencing October 15, 1989, and continuing monthly chereafter. The loan will mature on September 15, 1990, at which lime the remaining principal balance plus interest will be due and payable.
- b) The rate of interest is 11% per annum, default rate is 13% per annum.
 4. The foregoing modification shall be effective as of the date hereof,
 all other privisions of the note shall remain in full force and effect.

Dated this 29th. Day of September, 1989.

Thomas B. Pierce

SUE RIDER ATTACHED HURETO AND MADE A PART HEREOF.

89-517065

LAKESIDE BANK, as Trustee under a Trust Agreement dated January 28, 1987, and known as Trust No. 10-1240, not personally.

BY: James T. Collins

VICE - PRESIDENT & TRUST OFFI**CER**

ATTEST BY

ABBISTANT SECRETARY

LAKESIDE BANK
BY: The Hoo

Box 219

EXHIBIT "A"

Attached to and forming a part of a Note and Mortgage Modification Agreement, dated September 29, 1989 between Lakeside Bank and Lakeside Bank, as Trustee under a Trustee Agreement dated January 28, 1987 and known as Trust number 10-1240

SUB LOT 3 AND THAT PART OF SUB-LOT 1 EAST OF AND ADJOINING SAID LOT 3 IN SUBDIVISION OF LOTS 6, 7 AND 10 OF LYMAN, LAPMED AND WOODBRIDGES SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE EAST 1/2 OF THE NORTH WEST 1 4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4727 South Greenwood Avenue Chicago, Illinois

Permanent Tax No.: 20-11-104-027-0000

Permanent Tax No.: 20-11-104-059-0000

STATE OF ILLINGIS)

SS
COUNTY OF COOK)

I, Arlene Stillman, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas B. Pierce 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 Thomas B. Pierce signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of October, 1989.

Arlene Stillman

This Document prepared By:

Stan J. Bochnowski Lakeside Bank 89517065

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SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

This Agreement is executed by the undersigned, LAKESIDE BANK, not individually but solely as Trustee, as aforesaid, and and 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, sotwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements berein made are made and intended not as personal undertakings and agreements of 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 45 assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein expressed or implied, of for the contained, either validity or condition of the title to said property, with thereto ngreement respect 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 Nersby the parties hereto and their expressly walved by respective personal representatives, estates, successors, and assigns.