

90432469
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NOTE MODIFICATION AGREEMENT

Lakeside Bank ("BANK") and the undersigned Michael Brennan, Thomas M. Brennan, and Paul Klien, ("BORROWERS") agree as follows:

1. The BANK presently owns and holds BORROWERS' note, dated January 24, 1989, and payable to the BANK in the sum of \$130,000.00. The note is executed by Lakeside Bank as Trustee under Trust No. 10-1382 at the direction of the BORROWERS in their capacity as sole beneficiaries of said trust as well as prime obligors (through their separate undertaking) on the note.
2. The note is secured by, among other things, a mortgage of same date conveying the premises described on Exhibit "A" attached hereto, commonly known as 3738 - 3740 South Halsted, Chicago, Illinois. The mortgage was recorded with the Cook County Recorder of Deeds on January 27, 1990, as Document No. 89042912.
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 interest of said note shall become due and payable as follows:

The loan to be extended for a twelve (12)-month period. Accrued interest is due and payable in monthly payments on the 25th day of each month, beginning September 25, 1990. The last scheduled payment of unpaid principal and interest will be August 25, 1991. Unless paid sooner all unpaid principal and accrued interest shall be due and payable on August 25, 1991.
4. The foregoing modification shall be effective as of the date hereof, all other provisions of the note shall remain in full force and effect.

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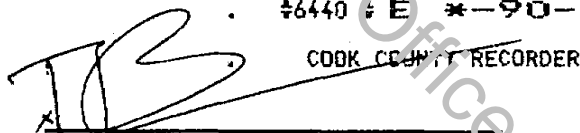
SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Dated this 29th day of August, 1990.

DEPT-01 RECORDING \$15.00
T#5555 TRAN 4895 09/05/90 15:31:00
#6440 FE *-90-432469

BORROWERS:


MICHAEL BRENNAN



THOMAS M. BRENNAN
COOK COUNTY RECORDER


PAUL KLIE

LAKESIDE BANK, as Trustee under Trust Agreement dated January 6, 1989, and known as Trust No. 10-1382, not personally.

By: 
JAMES T. COLLINS
VICE PRESIDENT AND TRUST OFFICER

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

ATTESTED: 
Burton L. Messick
Assistant Secretary

15.00

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EXHIBIT "A"

Attached to and forming a part of a Note and Mortgage Modification Agreement, dated August 29, 1990, between Michael Brennan, Thomas M. Brennan, and Paul Klien, and Lakeside Bank.

Lots 1, 2, 3 and 4 in the subdivision of Lots 1 to 4 inclusive in Block 13 in Gage and Others subdivision of the East 1/2 of the Southeast 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3738-3740 South Halsted
Chicago, Illinois

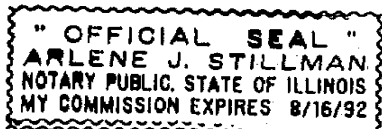
Permanent Tax No: 17-32-416-018 (affects Lot 1)
17-32-416-019 (affects Lot 2)
17-32-416-020 (affects Lot 3)
17-32-416-021 (affects Lots 4)

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State of Illinois)
County of) ss

I, Arlene Stillman a Notary Public in and for said county, in the state aforesaid, do hereby certify that MICHAEL BRENNAN, THOMAS M. BRENNAN AND PAUL KLIEN, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in persons and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of August, 1990.



Arlene Stillman
Notary Public

This document prepared by: Stan J. Bochnowski
Lakeside Bank
2268 South King Drive
Chicago, Illinois 60616

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STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James T. Collins, of Lakeside Bank, an Illinois Banking Corporation, and Burton L. Messick of said corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, affixed the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of August, 1990.

Steven H. Tobin
NOTARY PUBLIC

My Commission Expires: November 22, 1993

OFFICIAL SEAL
STEVEN H. TOBIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/22/93

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Official records of the
County of Cook, Illinois
and the City of Chicago
are hereby certified to be
true and correct copies
of the original records
on file in the office of
the Clerk of the County of
Cook, Illinois, and the
City of Chicago, Illinois.

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SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

This Note is executed by LAKESIDE BANK, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by each original and successive owner or holder of this Note that nothing herein contained shall be construed as creating any personal liability on LAKESIDE BANK or any of the beneficiaries under said Trust Agreement to pay this Note or any interest that may accrue hereunder, all such liability, if any, being expressly waived, and that any recovery on this Note or on the Mortgage given to secure its payment shall be solely against and out of the property described in said Mortgage by enforcements of the provisions contained in said Mortgage and Note. However, this waiver shall in no way effect the personal liability of any co-signer, endorser, or guarantor of this Note. Each original and successive owner or holder of this Note accepts the same upon the express condition that no duty shall rest upon the Trustee to sequester the rents, issues, and profits arising from the property described in said Mortgage or Trust Deed, or the proceeds arising from any sale or other disposition thereof.

Return
to Box
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