

91507939

SECOND AMENDMENT TO MORTGAGE

Incorporated herein by reference is that certain Mortgage (the "Mortgage") between the undersigned Mortgagee and Mortgagor, dated January 24, 1989 and recorded in the office of the Cook County Recorder on January 27, 1989, as Document No. 89042913 securing the real estate described in attached Exhibit "A" as well as that Note Modification Agreement dated August 29, 1990 and recorded in the office of the Cook County Recorder on September 5, 1990 as Document No. 90432463.

Incorporated herein by reference is that certain "Second Modification Agreement" (the "Agreement") of even date herewith between the parties hereto and others, whereby, and subject to the terms thereof, the Note secured by the Mortgage has been modified to provide, among other things, that the maturity thereof is extended from August 25, 1991 to February 25, 1993.

The Mortgage is hereby and herewith modified in accordance with, but only to reflect the modifications contained in, the Agreement.

Dated: August 26, 1991

DEPT-01 RECORDING 415.00  
143333 TRAN 0815 09/30/91 14333300  
45891 : C \* - 91 - 507939  
COOK COUNTY RECORDER

MORTGAGEE: 91507939

LAKESIDE BANK, an Illinois banking corporation

BY: [Signature]  
Its: Stan J. Bochnowski  
Vice President

ATTEST: [Signature]  
Its: Donald Benjamin  
Vice President

PREPARED BY AND MAIL TO:

Stan J. Bochnowski  
Vice President  
Lakeside Bank  
2268 South King Drive  
Chicago, Illinois 60616

Box 219

MORTGAGOR:

LAKESIDE BANK as Trustee,  
U/T/A dated 1/6/89 A/K/A  
Trust #10-1382 AND NOT PERSONALLY

BY: [Signature]  
Its: ASST. SECRETARY

ATTEST: [Signature]  
Its: ASSISTANT SECRETARY

SEE RIDER ATTACHED HERETO  
AND MADE A PART HEREOF.

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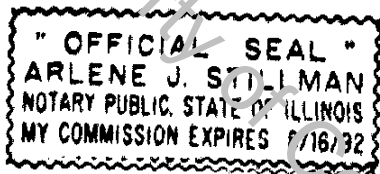
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UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me by Stan J. Prokorski, the Vice President of, and Donald Benjamin the Vice President of, Lakeside Bank, an Illinois banking corporation, on behalf of the corporation, on this 26<sup>th</sup> day of August, 1991.



Arlene Stillman  
NOTARY PUBLIC

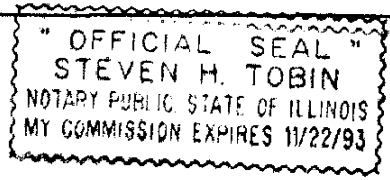
Commission Expires:  
August 16, 1992

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Burton L. Messick, and Fred W. Hawk as Trustees for Lakeside Bank as Trustee U/T/A dated 1/6/89 A/K/A Trust #10-1382, and not personally 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 26<sup>th</sup> day of September, 1991.

91079.9

Steven H. Tobin  
NOTARY PUBLIC

Commission Expires:



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EXHIBIT A

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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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 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.

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