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#### SECOND NOTE MODIFICATION AGREEMENT

Lakeside Bank ("BANK") and its undersigned borrowers, Lee Stanley and Nancy P. Stanley, his wife ("BORROWERS") agree as follows:

- 1. The BANK presently owns and holds BORROWER'S note, dated November 27, 1989, and payable to the BANK in the sum of \$80,000.00. The note is executed by the Lakeside Bank as Trustee, under Trust No. 10-1279 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 1450 West Webster Avenue and 2:06-08 North Clybourn, Chicago, Illinois. The Mortgage was recorded with the Cook County Recorder of Deeds on December 14, 1989 as Document No. 89596380.
- 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 an eighteen (18) month period. Accrued interest is due and payable in monthly payments on the 16th day of each month, beginning July 10, 1992. The last scheduled payment of unpaid principal and interest will be December 16, 1993. Unless paid sooner all unpaid principal and accrued interest shall be due and payable on December 16, 1993.

- b) The interest payable on the principal balance will be reduced from ten and half (10.50) percent to eight (8) percent.
- 4. The foregoing modification shall be officiate as of the date hereof, all other provisions of the note shall 92567039 remain in full force and effect.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Dated this 16th day of July, 1992.

DEPT OF SCHORDING \$25.00 FF1444 (KIN 3921 07/31/92 16:24:00 45622 \$2.52.567039 COOK COURT RECORDER

BORROWERS

LEE STANLEY

NANCY OF STANLEY

Lakeside Bank as Trustee under Trust Agreement known as Trust No.10-1279, not personally.

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Attested:

ABBISTANT BECRETARY

VICE PRESIDENT AND TRUST OFFICER

Peturo D. Box 219

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# **UNOFFICIAL COPY**

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### UNOFFICIAL COPY

### Exhibit "A"

Attached to and forming a part of a Note and Mortgage Modification Agreement, dated July 16, 1992, between Lee Stanley and Nancy P. Stanley, his wife, and Lakeside Bank as Trustee under Trust No. 10-1279 to Lakeside Bank.

Lots 2 and 3 in Sub-Block 4 in the Subdivision of the West 1/2 and Sub-Block 5 in the East 1/2 of block 15 in Sheffield's addition to Chicago in the West 1/2 of the north West 1/4 of Section 32, Township 40 North, Range 14, ast of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1450 West Webst

1450 West Webster Chicago, Illinois and

2206-08 North Clybourn Chicago,

Illinois

Permanent Tax No:

14-32-107-049 14-32-107-050

State of Illinois

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County of Cook

I. Others State a Notary Public in and for said county, in the state aforesaid, do hereby certify that Lee Stanley and Nancy P. Stanley, his wife who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me trin day in persons and acknowledged that they signed, seeled and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Dated: July 16, 1992

92567139

NOTARY

My commission expires on

" OFFICIAL SEAL" |
ARLENE J. STILLM/IN |
MOTARY RINGLE STATE OF HILLION |
MY COMMUNICATION EXPIRES \$/16/92 |

This document prepared by:

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

## **UNOFFICIAL COPY**

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SEE RIDER ATTACHED HERETO -

92567033

This Agreement is executed by the undersigned, LAKESIDE BARK, not individually but solely as Trustee, as nforesaid, and said Trust Agraement to hereby made a part hereof and any claims egalnot 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 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 Trustee or for the purpose of blading 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 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, of for the validity or condition of the title to said property. ally agraement иlth respect thereto. representations of the Trustee, including those title, are those of the Trustee's beneficiary only. and all personal liability of LAKESIDE BANK is hereby expressly walved by the parties hereto and respective "personal representatives, successors, and assigns. estatas,