

UNOFFICIAL COPY

403 0109-12 - 321

92135721

Box 219

NOTE MODIFICATION AGREEMENT

Lakeside Bank ("BANK") and its undersigned borrower, David Solomon and Pricilla Solomon, his wife, ("BORROWER") agree as follows:

1. The BANK presently owns and holds BORROWER'S note, dated September 27, 1991 and payable to the BANK in the sum of \$130,000.00. The note is executed by the Lakeside Bank as Trustee under Trust No. 10-1316 at the direction of the BORROWER in his capacity as sole beneficiary of said trust as well as prime obligor (through his separate undertaking) on the note.
2. The note is secured by, among other things, a mortgage dated September 27, 1991, conveying the premises described on Exhibit "A" attached hereto, commonly known as 235 Burnham Place, Evanston. The Mortgage was recorded with the Cook County Recorder Of Deeds on October 2, 1991 as Document No. 91512095.
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 fifty-eight month period. Principal and accrued interest are due and payable in monthly payments of \$2,068.97 plus interest on the 27th day of each month, beginning February 27, 1992. The last scheduled payment of unpaid principal and interest will be December 27, 1996. Unless paid sooner all unpaid principal and accrued interest shall be due and payable on December 27, 1996.
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.

SEE RIDER ATTACHED HERETO MADE A PART HEREOF.

DEPT-01 RECORDING \$25.00
T#5555 TRAN 2286 03/03/92 16:39:00
#9050 # *-92-135721
COOK COUNTY RECORDER

Dated this 31st day of January, 1992

BORROWER:

David Solomon

Priscilla Solomon

Lakeside Bank as Trustee under Trust Agreement known as Trust No. 10-1316 not personally.

By: [Signature]
VICE - PRESIDENT & TRUST OFFICER

Attested: [Signature]
ASSISTANT SECRETARY

92135721
25.00
R

COOK COUNTY RECORDER

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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 claim 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.

92135721