## 1395-650792910 93978127

Lakeside Bank (the "Lender"), an Illinois Banking Corporation, and the undersigned, Michael W. Brennan, Robert H. Brennan, Leo F. Brennan, and Johannson L. Yap (the "Borrowers") agree as follows:

- The Lender presently owns and holds Borrower's note, dated April 21, 1992, and payable to the Lender in the sum of \$55,000.00 The note is executed by Michael W. Brennan, Robert H. Brennan, Leo F. Brennan, and Johannson L. Yap in their capacity as prime obligors on the note.
- The note is secured by, among other things, a mortgage of same date conveying the premises commonly known as 2952 South Farrell Ave., Chicago, Illinois. The mortgage was recorded with the Cook County Recorder of Deeds on April 27, 1992, as Document No. 92-280503 securing the real estate described in attached The Lender's mortgage lien (the "Lien") is insured under mortgage loan policy no. 73-65-325, dated April 27, 1992 issued by Chicago Title Insurance Company, ("Title Insurer"). The Note, Mortgage, and all other documents evidencing or securing the Loan (the Loan Documents") are hereby incorporated herein by reference. reference.
- The Porrowers have requested and the Lender has agreed that the terms of the Loan be modified. Accordingly, but subject to the conditions hereinafter provided, the Note and Mortgage (and each of the other Loan Documents to the extent necessary to conform thereto) are hereby amended as follows:
  - The Maturity Date is changed from October 25, 1993 to February 25, 1995 (a)
  - The note contract rate is reduced (from 10.00% per (b) annum) to PkIre + 1%, per annum, floating.
    - "PRIME RATE" OR "PILIME" means the rate of interest announced the Bank as its PRIME RATE. That Prime Rate will fluctuate from time to time. The effective Contract Fate today is (7%), which is the sum of Bank's Prime Rate (6%) plus 1 percentage point. Bank's Prime Rate today is not necessarily the lowest rate at which Pank lends its funds. The Prime Rate is only an index rate from which interest rates actually charged to customers may be The use of the Prime Rate is only and does not constitute measured. convenience а commitment by Bank to lend money at a preferred rate of interest. The Prime Rate is a benchmark for pricing certain types of loans. Depending on the circumstances, such as the amount and term of the loan, the creditworthiness of the horrower or any guarantor, the presence and nature of collateral and other relationships octween a borrower and Bank, loans may be priced at, above or below the Prime Rate. All adjustments to the Contract Rate will be made on each day that the Prime Rate changes. Any increase to the Prime Rate may be carried over to a subsequent adjustment date without resulting in a waiver or forfeiture of such adjustment, provided an adjustment to the Contract Rate is made within one year from the date of such increase. Any change in the Contract Rate will take the form of different payment amounts. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by applicable law. If or when no principal amount is outstanding, any excess interest shall be refunded Interest shall be computed on the to Borrower. bases of a 360-day year and the actual number of days elapsed.

King Drive S. J. Bochnowski 2268 S. King Driv Lakeside Bank တ် RETURN TO:

RAN 91

115 10/29/ RECORDER

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- 4. The Borrowers hereby warrants to the Lender that the title to the Premises and the priority of the Lien are in the same condition and subject to no exceptions other than as shown in the Loan Policy, except that the real estate taxes are currently paid and the Premises are free and clear from any mechanics' (or other) liens with respect to any construction work thereon.
- The foregoing modification shall be effective as of the date hereof, all other provisions of the note shall remain in full force and effect; the execution hereof by the Borrowers shall also constitute its direction upon the land trust to execute such documents reflecting this modification as the BANK may deem necessary or appropriate hereto.

Dated this 28th day of Oct. 1993.

LENDER:

LAKESID: YENK

Stan J. Jochnowski

ITS: Vice President

BORROWER:

Brennan

**Brennan** Leo

Johannson

EXHIBIT "A"

Attached to and forming a part of a Note and Mortgage Modification

Agreement, dated May 12, 1993 between Michael W. Brennan, Robert H.

Brennan, Leo F. Brennan, and Johannson L. Yap and Lakeside Bank.

EAST 1/2 OF LOTS 21 AND 22 OF SUBTIVISION BLOCK 1 IN STINSONS SUBDIVISION OF THE NORTHERLY PART OF LOT 5 IN BLOCK 25 IN THE CANAL TRUSTEE'S SUBDIVISION IN THE SOUTH FRACTIONAL 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, Copy Oppi IN COOK COUNTY, ILLINOIS.

Commonly Known as: 2952 South Farrell

Chicago, Illinois

Permanent Tax No.: 17-29-423-022-0000

STATE OF ILLINOIS)

) 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 Michael W. Brennan, Robert H. Brennan, Leo F. Brennan, and Johannson L. Yap are personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Michael W. Brennan, Robert H. Brennan, Leo F. Brennan, and Johannson L. Yap 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 28th date ofOctober

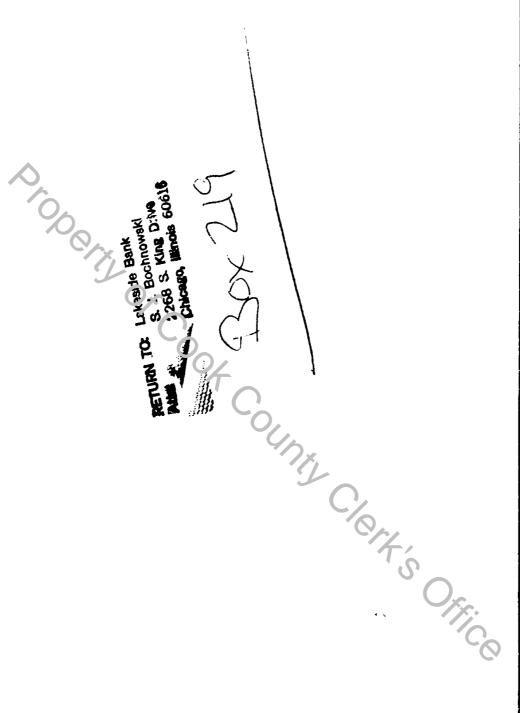
1993

OFFICIAL SEAL"
ARLENE J. STILLMAN
Notary Public, State of Illinois My Commission Expires 8/16/96

This Document was prepared by:

Stan J. Bochnowski Vice President Lakeside Bank

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