

# UNOFFICIAL COPY

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COOK COUNTY RECORDER

## NOTE MODIFICATION AGREEMENT

Lakeside Bank (the "Lender"), an Illinois Banking Corporation, and the undersigned, Thomas J. Conti and Carl J. Conti (the "Borrowers") agree as follows:

1. The Lender presently owns and holds Borrower's note, dated October 22, 1993, and payable to the Lender in the sum of \$67,000.00. The note is executed by Thomas J. Conti and Carl J. Conti in their capacity as prime obligors on the note.
2. The note is secured by, among other things, a mortgage of same date conveying the premises commonly known as 2840 N. Southport, Chicago, Illinois. The mortgage are recorded with the Cook County Recorder of Deeds on October 29, 1993 as Document No. 93-877080 securing the real estate described in attached Exhibit "A". The Lender's mortgage lien (the "Lien") is insured under mortgage loan policy No. 1410-007481797 HL, 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.
3. The Borrowers 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:
  - (a) The Maturity Date is changed from May 1, 1994 to May 1, 1997.
  - (b) The payment of interest will be due commencing June 1, 1994 and monthly thereafter until August 1, 1994 when the payment of principal in the amount of \$441.18 plus interest will be due monthly thereafter until maturity. Unless paid prior to maturity, all unpaid principal, cost, expenses, advances and accrued interest shall be due and payable on May 1, 1997, which is the date of maturity.
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.
5. The foregoing modification shall be effective as of the date hereof, all other provisions of the note shall remain in

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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 1st day of May 1994.

LENDER:

LAKESIDE BANK

BORROWER:

THOMAS J. CONTI

CARL J. CONTI

BY : David Pinkerton  
DAVID PINKERTON  
ITS: Asst. Vice President

### EXHIBIT "A"

Attached to and forming a part of a Note and Mortgage Modification Agreement, dated May 1, 1994 between Thomas J. Conti and Carl J. Conti and Lakeside Bank.

LOT 8 IN MCCLELLAND'S RESUBDIVISION OF BLOCK 6 IN WILLIAM LILL AND HEIR'S OF MICHAEL DIVERSEY'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as: 2840 N. Southport  
Chicago, Illinois

Permanent Tax No.: 14-29-125-043

STATE OF ILLINOIS }  
COUNTY OF COOK } ss

I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas J. Conti and Carl J. Conti and 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 Thomas J. Conti and Carl J. Conti 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 1st date of May 1, 1994

Michele M. Larson

This Document was prepared by: JoAnn Wong  
Asst. Vice President  
55 W. Wacker  
Chicago, Illinois 60601



BOX 219

