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94576651 BECOND NOTE MODIFICATION AGREEMENT

Lakeside Bank (the "Lender"), an Illincis Banking Corporation, and the undersigned Maria A. Cruto, (the "Borrower") agree as follows:

- 1. The Lender presently owns and holds BORROWER'S note, dated November 18, 1993, and payable to the Lender in the sum of \$35,000.00 with a current balance of \$35,000.00. The note is executed by Lakeside Bank as Trustee U/T/A dated May 7, 1993, A/K/A Trust 10-1582 at the direction of Maria A. Cruto (the "Borrower") in her capacity as sole beneficiaries of said trust as well as a prime obligor (through her separate undertaking) on the note.
- The note is secured by, among other things, a mortgace of same date conveying the premises commonly known as 59 F. Schiller, Chicago, Illinois. The Mortgage was recorded with the Cook County Recorder of Deeds on May 25, 1993, as Document No. 93396913 securing the real estate described in attached Exhibit "A". The Note, Mortgage, and all other Jouments evidencing or securing the Loan (the "Loan Documents") are hereby incorporated herein by reference.
- 3. The Borrower has 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) were amended changing the maturity date from Fibruary 18, 1994 to May 18, 1994 and are hereby further amended as follows:
 - a) The Maturity Date is changed from May 18, 1994 to August 18, 1994.
 - b) All references in the "Loan Documents" to 59 E. (East) Schiller be amended to read 59 W. (West) Schiller.
- 4. The Borrower hereby warrants to the Lender that the title to the Premises and the pricrity of the Lien are in the same condition and subject to no exceptions other than as shown except that the real estate takes 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 re effective as of the date hereof, all other provisions of the note shall remain in full force and effect; the execution hereon by the Borrower shall also constitute its direction upon the land trust to execute such documents reflecting the modification as the BANK may deem necessary or appropriate hereto.

Dated this 18th day of February, 1994

. DEPT - 11 PFCORDING

\$23.90

LENDER:

LAKESIDE BANK

DV.

ITS: Via Passident

Maria A. Cruto

Lakeside Bank as Trustee U/T/A dated 5/7/93, #10~1582

officer officer

BY: CAR WALL
ASSISTANT SACRETARY

RETURN TO BOX 219 AKESIDE BANK

2200

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EXHIBIT "A"

Attached to and forming a part of a Note and Mortgage Modification Agreement, dated February 18, 1994 between Maria A. Cruto, and Lakeside Bank.

Lot 5 in the Subdivision of Lots 4 to 7 in Burton's Subdivision of the South Part of Lot 14 in Bronson's Addition to Chicago in the Northeast 1/4 Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, together with that part of the North 25.00 feet of Lot 11 Lying South of the adjoining Lot 5 aforesaid, said Lot 11 being in Chicago Land Clearing Commission No. 3, being a consolidation of Lots and Parts of Lots and vacated alleys in Bronson's addition aforesaid, all in Cook County, Illinois.

Commonly Known as: 59 W. Schiller

Chicago, IL

Perman(4): Tax No.: 17-04-217-005

17-04-217-060

STATE OF ILLINOIS CS

I, GEK YANG SIM, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BURT MESSICK, VICE PRESIDENT and EVA AYALA, ASSISTANT SECRETARY for LAKESIDE BANK as Trustee, and not personally under Trust Agreement dated MAY 7, 1993 and know as Trust #10-1582 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 30TH day of JUNE, 1934.

"OFFICIAL SEAL"
GEK YANG SIM
Notary Public, State of Illinois
My Commission Expires 12/17/95

Compission Expires:

I, GEK YANG SIM, a Notary Public in and for and regioing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Maria A. Cruto, who is personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Maria A. Cruto, signed, sealed and delivered the said instrument as her free and coluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30TH date of JUNE, 1994.

"OFFICIAL SEAL"
GEX YANG SIM
Notery Public, State of Illinois
My Commission Expires 12/17/95

This Document was prepared by:

Joann Wong Lakeside Bank

55 West Wacker Drive Chicago, Illinois 60601

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Property of Cook County Clerk's Office

94576651

BOX (12)

DAKEBIDL BALL