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94710239

DEPT-01 RECORDING \$51.00 746444 TRAN 4318 08/10/04 14/15/100 COOK COUNTY RECORDER

MEMORANDUM OF FIRST MODIFICATION

In accordance with and subject to the terms and conditions of that certain Loan Modification Agreement between each of the undersigned or (if a Trustee) its beneficiaries, of even date herewith and hereby incorporated herein by reference, the following described Mortgages each evented by one or more of the undersigned Mortgages, each executed by one or more of the undersigned "Mortgagors" in favor of the undersigned "Mortgagee", have been modified to reflect that, with respect to a certain Loan or the guaranties thereof which are secured by the Mortgages, the maturity of said Note has been extended to February 22, 1995.

The Mortgages are each dated September 29, 1993 and recorded with the Cook County Recorder of Deeds on September 30, 1993, and the respective parcels of real estate which are the subjects thereof are legally described in attached Exhibit "A".

This Memorandum may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

June 29, 1994 Dated: 94710209 Mortgagors/Borrowers Mortgagee: Aguerius Age of LAKESIDE BANK Ву Mortgagors/Borrowers: LAKESIDE BANK, not personally but as Trustee under Trust Agreement No. 10-1596 Drew Déyé LAKESIDE BANK, not personally but as Trustee under Trust By: Agreement No. 10-1597 DREW, INDIVIDUALLY THEFTANDUALLY LISS

PREPARED BY AND MAIL TO: TOWN WONG LAKETIDE BANK 55, W. WACKER DRIVE ENICAGO, IL 60601 RN TO BOX 219 LAKESIDE BANK

SEE RIDER ATTACHED HERETO AND MADE A PART TUREOR

er souther

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EXHIBIT A

PARCEL 1: MTG. DOCUMENT # 93785556

LOTS 23 AND 24 (EXCEPT THE WEST 3.5 FEET OF THE NORTH 25 FEET OF LOT 24) IN BLOCK 8 IN JAMES MORGAN'S SUBDIVISION OF THE EAST 1/2 OF SOUTHWEST 1/4 OF BLOCK 10 IN SHEFFIELD'S ADDITION (TO BE KNOWN AS SUB-BLOCK 8 OF 10 OF SHEFFIELD'S ADDITION), IN SECTION 32, TOWNSHIP 40 NORTH, PANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:

1122 AND 1124 ARMITAGE

CHICAGO, IL

PIN #:

14-32-222-043

PARCEL 2: MTG. DOCUMENT # 93785554

LOTS 129 AND 130 IN WEBSTER AND OTHER'S SUBDIVISION OF LOT 3 IN BLOCK 9 OF SHEFFIELD'S ADDITION ALSO THE NORTH PART OF LOT 2 IN BLOCK 9 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD FRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:

1117 AND 1119 ARMITAGE

CHICAGO, IL

PIN #:

14-32-400-011

PARCEL 3, 4, 5 MTG. DOCUMENT 93785558

LOT 58 IN THE SUBDIVISION OF BLOCK 6 IN CANAL TRUSTES' SUBDIVISION OF THE WEST 1/2 (EXCEPT THE SOUTH EAST 1/4 OF THE CORTH WEST 1/4 OF THE NORTH WEST 1/4 AND EXCEPT FOR THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1442 NORTH BOSWORTH AVENUE, CHICAGO, ILLINOIS.

P.I.N. 17-05-107-027

LOT 46 IN BLOCK 6 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1449 NORTH BOSWORTH AVENUE, CHICAGO, ILLINOIS.

P.I.N. 17-05-108-004

LOT 47 IN BROWN PLEASANT SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1451 NORTH BOSWORTH AVENUE, CHICAGO, ILLINOIS.
P.I.N. 17-05-108-003

34710224

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STATE OF ILLINOIS
COUNTY OF COOK }
The foregoing Instrument was acknowledged before me by BURTON MESSICE., the VICE PRESIDENT OF, and by DAJID V. PINICETED , the ASST. VICE PRESIDENT OF, LAKESIDE BANK, an Illinois banking corporation, on behalf of the corporation, on this 2000 day of July , 19 94. OFFIC MICHELL MICHELL MICHAEL NOTARY PUBLIC My Commission E. pires 10/15/95
the foregoing Instrument was acknowledged before me by And Deed the foregoing Instrument was acknowledged before me by And Deed the foregoing instrument based on the foregoing instrument based on the foregoing instrument based on the foregoing instrument was acknowledged before me by Andrews and Deed the foregoing instrument was acknowledged before me by Andrews acknowledged by Andrews acknowledge
the foregoing instrument was acknowledged before me by the life of, and by first hard to the corporation of, age of Aquarius II, L.P., on behalf of the corporation his 28 day of July , 1994.
MICHEL M. LARSUN Notary Pulike, State of Minois My Commission E. p. res 10/16/95 My Commission E. p. res 10/16/95
The foregoing Instrument was acknowledged before me by David Dred
the first day of and by Mun Applicant two, the corporation, on this 25th day of Aquarius L.P., on behalf of the corporation, on this 25th day of
"OFFICIAL SEAL" MICHELE M. LARSON Notary Public, State of Illinois My Commission Expires 10/16/95 My Commission Expires 10/16/95
the foregoing Instrument was acknowledged before me by have breed, the foregoing instrument was acknowledged before me by have breed to the first the foregoing the forego
the Corporation, On this day of the corporation, Of the Corporation, Of this day of the corporation, Official SEAL MICHELE M. LARSON Notary Public, State of Illinois My Commission Expires 10/16/95 NOTARY PUBLIC
The foregoing Instrument was acknowledged before me by Michael Brew, individually on this $28^{7^{\mu}}$ day of 300^{μ} , 1994 .
"OFFICIAL SEAL" MICHELE M. LARSON Notary Public, State of Illinois My Commission Expires 10/16/95
The foregoing Instrument was acknowledged before me by Phillip Liss, individually on this 18 day of 1001, 19 44.
"OFFICIAL SEAL MICHELE M. LARSUN MICHELE M. LARSUN NOTARY PUBLIC My Commission Expires 10/10/95
The foregoing Instrument was acknowledged before me by Daniel Drew, individually on this 25% day of July 1994.
OFFICIAL SEAL VINCENT J TOLVNOTARY PUBLIC NOTARY PUBLIC, STATE OF ILLINOIS MY COMMUNICATION EXPIRES: 12/28:97

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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 claims 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 expressed or implied, of for the contained, either validity or condition of the title to said property, or any agreement with respect thereto. for representations of the Trustee, including those as to title, are those of the Trustee's beneficiary orly. and all personal liability of LAKESIDE BANK is hereby expressly waived by the parties hereto and their respective personal representatives, estates, nelrs, successors, and assigns.

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RETURN TO BOX 219 LAKESIDE BANK