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94847651



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BOX 219  
LAKESIDE BANK

## THIRD NOTE MODIFICATION AGREEMENT

Lakeside Bank (the "Lender"), an Illinois 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 with a current balance of \$35,000. 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 beneficiary of said trust as well as a prime obligor (through her separate undertaking) on the note.

2. The note is secured by, among other things, a mortgage of same date conveying the premises commonly known as 59 W. Schiller, Chicago, Illinois. The Mortgage was recorded with the Cook County Recorder of Deeds on May 25, 1993 as Document No. 93396913, and modified February 18, 1994 as document No. 94198941, and further modified May 18, 1994 as document No. 94576651, securing the real estate described in attached Exhibit "A". The Note, Mortgage, and all other documents 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) are hereby amended as follows:

a) The Maturity Date is changed from August 18, 1994 to November 18, 1994.

4. The Borrower 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 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 full force and effect the execution hereon by the Borrower 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 18th day of August, 1994

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DEPT-01 RECORDING \$33.00  
T#0004 TRAN 7/21 09/30/94 15:17:00  
#2483 LF \*-94-847651  
COOK COUNTY RECORDER

LENDER:

LAKESIDE BANK

BY: [Signature]

ITS: Vice Pres. Trust

BORROWER:

M. A. Cruto  
Maria A. Cruto

Lakeside Bank AND NOT PERSONALLY  
as Trustee U/T/A dated  
5-7-93, #10-1582

BY: [Signature]  
Vice President & Trust  
Officer

BY: [Signature]  
Assistant Secretary

SEE RIDER ATTACHED HERETO  
AND MADE A PART HEREOF

33.00  
29.00  
[Signature]

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## EXHIBIT "A"

Attached to and forming a part of a Note and Mortgage Modification Agreement, dated August 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, Illinois

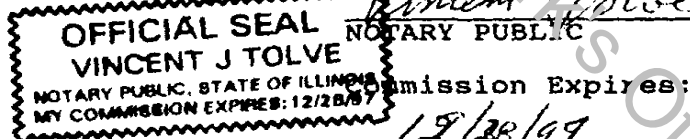
Permanent Tax No.: 17-04-217-005  
17-04-217-060

STATE OF ILLINOIS)

COUNTY OF COOK )

) SS

I, Vincent J. Tolve, 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 known 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 September, 1994.

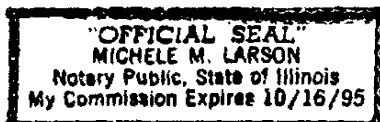


I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Maria A. Cruto, who is personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Maria A. Cruto, signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth on this 30th day of September, 1994.

Given under my hand and notarial seal this 30th day of Sept., 1994.

Michele M. Larson

This Document was prepared by:

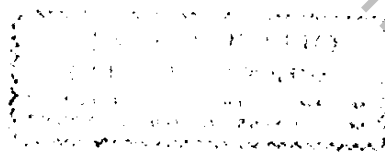


JoAnn Wong  
Lakeside Bank  
55 West Wacker Drive  
Chicago, Illinois 60601

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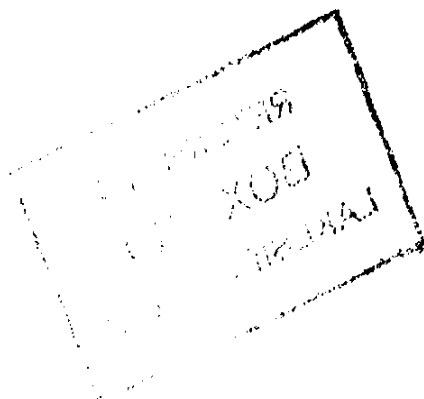
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This Agreement is executed by the undersigned, LAKESIDE BANK, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this 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 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.



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