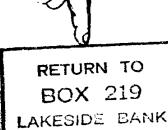
UNOFFICIAL COPY

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

- 1. The Lender presently owns and holds Borrower's note, dated June 17, 1992, and payable to the Lender in the sum of \$40,000.00 The note is executed by Michael W. Brennan, Robert H. Brennan, Leo F. Brennan, and Johannson Yap 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 4925 South Hermitage, Chicago, Illinois. The mortgage was recorded with the Cook County Recorder of Deeds on June 29, 1992, as Document No. 92-470022 securing the real estate described in attached Exhibit "A". The Lender's mortgage lien (the "Lien") is insured under mortgage loan policy no. 73-67-508, dated June 29, 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.
- 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 Macurity Date is changed from December 25, 1993 to January 20, 1995
 - (b) The note contract rate is reduced (from 10.00% per annum) to PRIMF + 1%, per annum, floating.
 - "PRIME RATE" OR "FRIME" means the rate of interest (C) announced the Bank as its PRIME RATE. That Prime Rate will fluctuate from time to time. The effective Contract Kate 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 tate at which Bank lends its funds. The Prime Rate is only an index rate from which interest rates actually charged to customers may be measured. The use of the Prime Rate is for convenience only and does not constitute a 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 borrower or any guarantor, the presence and nature of collateral and other relationships becken a borrower and Bank, loans may be priced ac 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 to Borrower. Interest shall be computed on the bases of a 360-day year and the actual number of days elapsed.



- 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 5. 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 20th day of January 1994.

LENDER:

LAKESIDI - BANK

Stan Pachnowski

ITS: Vice President

Brennan

Brennan

Yap Johannson

E WIBIT "A"

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

Agreement, dated January 20, 1994 between Michael W. Brennan,

Robert H. Brennan, Leo F. Brennan, and Johannson Yap and Lakeside

Bank.

THE SOUTH 21.05 FEET OF LOT 41 AND LOT 40 (EXCEPT THE SOUTH 4.53 FEET THEREOF) IN BLOCK 46 IN CHICAGO UNIVERSITY SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, THE WEST 3/4 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4, THE WEST 5/4 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINO 18

Commonly Known as: 4925 South Hermitage

Chicago, Illinois

Permanent Tax No.: 20-07-221-033

DEFT-01 RECCRPING \$23.00 T\$7777 TRHN 8357 04/04/94 16:53:00 \$4059 \$ RE \$5-94-300002

COOK COUNTY RECORDER

STATE OF ILLINOIS)

COUNTY OF COOK

I, Kirsten Kallenmark 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 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 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 20th date of January "OFFICIAL SEAL" Kusten Kaltenmark

KIÁSTENMARK Notary Public, State of Illinois My Commission Extins 2/20/94

This Document was prepared by:

Stan J. Bochnowski Vice President Lakeside Bank

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RETURN TO
BOX 219
LAKESIDE BANK