95572582

SELLINE KEROKSING DERENGER

LE DEPTHE L RECORDING

\$29,00

140012 18AN 6149 08/29/95 11:38:00 49033 (OG ***95-572582

COOK COUNTY RECORDER

Note Modification Agreement

Lakeside Bark (the "Lender"), an Illinois Banking Corporation, and the undersigned, Richland/Renaissance-Seville Townhomes, L.L.C. and Richland Group Enterprises, Inc. (the "Borrowers") and Francis Yip, Perry Lau, See Y. Wong and Robert T. Geras (the "Guarantors") agree as follows:

24.00)

- 1. The Lender presently owns and holds Borrowers' note, dated July 1, 1994, and payable to the Lender in the sum of \$400,000.00 with a Current Balance of \$166,906.70. The note is executed by Richland/Renaissance-Seville Townhomes, L.L.C. and Richland Group Enterprises, Inc. in their capacity as prime obligors on the note. The note is guaranteed by Francis Yip, Perry Lau, See Y. Mong and Robert T. Geras, personally.
- 2. The note is secured by, among other things, a mortgage and assignments of rent of same date conveying the premises commonly known as 5314-18 North Konmore, Chicago, Illinois. The mortgage and assignment were recorded on July 12, 1994 as Document Nos. 94606345 and 94606346 respectively. The Lender's mortgage lien (the "Lien") is insured under mortgage loan policy No. 4171369 dated October 3, 1994 ("Loan Policy") and issued by Greater Illinois Title Insurance Company ("Title Insurer"). The Note, Mortgage, and (2) 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

BOX 333-CTI

95572582

Property of Coot County Clert's Office

PAGE TWO NOTE MODIFICATION AGREEMENT Richland/Renaissance-Seville August 22, 1995

- (A) The maturity date is changed from January 1, 1996 to February 22, 1997.
- (B) Accrued interest is payable monthly beginning September 22, 1995 and every month thereafter until maturity date on February 22, 1997, when the halance of principal plus accrued interest will be the and payable.
- (C) As to that portion of any installment due hereunder which is not paid within ten (10) days after its due date, there shall immediately thereafter become due and owing an administrative charge (late charge) equal to five percent (5%) thereof, not as penalty or additional interest but as an agreed expense incurred by the Lender with respect to processing late payments. The imposition or collection of a late charge neither extends, nor constitutes a waiver of Borrowers' default for failure to observe, such due date.
- 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 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 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.

Property of Coot County Clert's Office

PAGE THREE
NOTE MODIFICATION AGREEMENT
Richland/Renaissance-Soville
August 22, 1995

ļ.,

 $\mathbf{J}_{\mathbb{F}_{q}}$

11

Dated this 22nd day of August, 1995.

Lender:	Borrowers:
LAKESIDE BANK	RICHLAND/RENAISSANCE-SEVILLE TOWNHOMES, L.L.C.
Stan J. Bochnowski	By: y () () Liby Lib
Vice President	By:
Guarantors:	By: x (), ()
By: Francis Yip	By: <u>«</u>
ву: () 11/1/11	RICHLAND GROUP ENTERPRISES, INC.
By: See Ya Yong	By: 1/1 (26-1-
ву:	By:
Robert/ V. Geras	
	Vs.

95572582

Property of Cook County Clerk's Office

EXHIBIT "A"

Attached to and forming a part of a Note Modification Agreement, dated AUGUST 22, 1995 between Richland/Renaissance Seville Townhomes, L.L.C. and Richland Group Enterprises, Inc. (the "Borrowers") and Lakeside Bank (the "Lender").

LOTS 7, 8 AND 9 IN BLOCK B IN J. LEWIS COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly know has: 5314-18 NORTH KENMORE

Chicago, illinois

PIN: 14-08-208-025

STATE OF ILLINOIS)

SS

COUNTY OF COOK

J., 1.

44.

Coop Coun LATAMIN LAKER a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY the of RICHLAND/RENAISSANCESEVILLE THAT FRANCIS V known to me to be

TOWNHOMES, L.L.C., appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the mes and purposes therein set forth.

Given under my hand and notarial soal this 1995.

Commission expires

11996

"OFFICIAL SEAL" LA TAWN HAKER Notary Public, State of filmois My Commission Expires 5/1/96 الله الريالية المالية المالية

Property of Cook County Clerk's Office

STATE OF ILLINOIS)

COUNTY OF COOK

STATE OF ILLINOIS)

٠.,

, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT And A and A action of RICHLAND/RENAISSANCE-SEVILLE Group Enlargues of RICHLAND/RENAISSANCE-SEVILLE Group Enlargues and acknowledged that they 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 22 date of

Commission expires

May 11996

STATE OF ILLINOIS)

COUNTY OF COOK

NOTARY PUBLIC

"OFTY HAL SEAL"
LA TAWN BAKER
Notiny Public, State of Limbis
My Commission Expires 5/1/50

I Alawa Make, a Notary Public in and for and residing in said County, in the State aforetaid, DO HEREBY CERTIFY THAT Francis Yip, Perry Lau, See Y. Wong and Robert T. Geras, 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, sealed and delivered the said justrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 623 lite of 1995.

Commission expires

May 1, 1996

This document is prepared by:

MATE TO

A Jam 5 11 LO NOTARY PUBLIC

LA TAWN BANKER Notary Public, State of filmors My Commission Expires 5/1/96

Michael J. McCaukey Loan Officer Lakeside Bank 55 W. Wacker Chicago, Illinois 60601

The state of the s