95591546

DEPT-01 RECORDING 153.00 T\$2222 TRAN 4985 09/05/95 16:14:00 47639 4 KB ₩-95-591546 COOK COUNTY RECORDER

SEVENTH NOTE MODIFICATION AGREEMENT

Lakoside Jank (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 \$35,000.00 with a current Balance of \$35,000.00. The note is executed by Lakeside Pank as Trustee U/T/A dated May 7, 1993, A/K/A Trust 10-1532 at the diffetion 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. undertaking) on the note.
- 2. The note is secured by, among other things, a mortgage of same date conveying the oremises 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 on February 18, 1994 as Document Nos. 94198941 and 94576621, and modified a third time August 18, 1994 as Document No. 94847651, and modified a fourth time November 18, 1994 as Document No. 94081789, and modified a fifth time January 18, 1995 as Document No. modified a fifth time January 18, 1995 as Document No. 95150204 and further modified on April 18, 1995 as Document No. 95389436 securing the real estate described in attached Exhibit The Note, Mortgage, and all other documents evicencing or securing the Loan (the "Loan Documents") are hereby incorporated herein by reference.
- 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:
 - The Maturity Date is changed from July 17, 1995 (a) to October 17, 1995.

RETURN TO BOX 219 AKESIDE BANK

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7th Note Modification
M. Cruto/LSB Trust #10-1582

- 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 bareof, 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 17th day of July, 1995.

LENDER:	BORROWERS:
LAKESIDE BANK	
BY: DandVilar	Maria A. Cruto
Lakeside Bank	as Trustee U/T/A dated U/T/A
	BY: 110-1582 Vice Vice
	BY: Vide Vide Vide Vide Vide
	BY: Assistant Woretary

SEE RIDER ATTACHED HERETO AND MADE A PART HEPLOF.

EXHIBIT "A"

Attached to and forming a part of a Note and Mortgage Modification Agreement, dated July 17, 1995 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

COUNTY OF COOK

I, the understand a Notary Public in and for said County, in the State aforesald, do hereby certify that

LAKESIDE BANK as Trusted, and not personally, under trust Agreement dated 5/7/3 and know as Trust

LAKESIDE BANK as Trusted, and not personally, under 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 3/4 day of Carput, 19 55

Michele M. Laren

Commission Expires:

"OFFICIAL SEAL"
MICHELE M. LARSON
Notary Public, State of Illinois
My Commission Expires 19/16/95

STATE OF ILLINOIS) SS COUNTY OF COOK	
residing in said County, in the State THAT Maria A. Cruto, who is personal person whose name subscribed to the before me this day in person and actioned, sealed and delivered the say in the uses and pure day of day of deget.	s roregoing instrument, appeared cknowledged that Maria A. Cruto, aid instrument as her free and
Given unior my hand and notarial se	eal this 3/2 date of
"OFFICIAL SEAL" M'CHELE M. LARSON Notary Public, State of Illinois My Commission Expires 10/16/95	Michele M. Farson
This Document was prepared by:	MTchael McCauley Lakeside Bank 55 West Wacker Drive Chicago, Illinois 60601
	MIchael McCauley Lakeside Bank 55 West Wacker Drive Chicago, Illinois 60601
	C/6/4
	Co

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, necyithstanding 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, of for the validity or condition of the title to said property, or for any agreement with respect All representations of the Trustee, including those as to title, are those of the Trustee's beneficiary only. Any and all personal liab lity of LAKESIDE BANK is hereby expressly waived by the parties hereto and their respective a. h. Corts Office personal representatives, estates, heirs, successors and assigns.

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