

# UNOFFICIAL COPY

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. DEPT-01 RECORDING \$57.00  
. T#6666 TRAN 3943 12/04/95 12:13:00  
. #6727 + MH \*-95-838612  
. COOK COUNTY RECORDER

## EIGHTH 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 \$35,000.00 with a current Balance of \$35,000.00. The note is executed by Lakeside Bank as Trustee U/T/A dated May 7, 1993, A/K/A Trust 10-1532 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 on February 18, 1994 as Document Nos. 94198941 and 94576651, and modified a third time August 18, 1994 as Document No. 94847651, and modified a fourth time November 18, 1994 as Document No. 04081789 and modified a fifth time January 18, 1995 as Document No. 95150204 and a sixth time modified on April 18, 1995 as Document No. 95339436 and further modified on July 17, 1995 as Document No. 95571549 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 October 18, 1995 to October 18, 1996.
- (b) The annual rate of interest is changed from eleven percent (11.0%) to twelve percent (12%).

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

(c) The payment of principal including interest of \$921.94 will be due commencing December 17, 1995 and monthly thereafter until maturity unless paid prior to maturity, all unpaid principal, cost, expenses, advances and accrued interest shall be due and payable on October 18, 1996, which is the maturity date.

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 October, 1995.

LENDER:

LAKESIDE BANK

BY: Michael J. Carley  
Loan Officer

BORROWERS:

Maria A. Cruto

Lakeside Bank  
as Trustee U/T/A dated  
5/7/93, #10-1582

BY: Michael J. Carley  
Vice President & Trust  
Officer

BY: John Ann Wong  
Assistant Secretary

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

SEE RIDER ATTACHED HERETO  
AND MADE A PART HEREOF.

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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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