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RECORDING 433.50
LAKESIDE BANK 10/22/97 11:08 AM
CLERK OF DEEDS 97-27-7836969
COOK COUNTY RECORDER

MEMORANDUM OF SECOND MODIFICATION AGREEMENT

This Memorandum, dated as of September 1, 1997, is by and between LAKESIDE BANK, an Illinois banking corporation ("Mortgagee"), and Lakeside Bank, as Trustee under Trust Agreement No. 10-1697 dated August 4, 1995 (the "Mortgagor").

Pursuant to a certain Second Note Modification Agreement of even date herewith and between the parties hereto (and others), which is hereby incorporated herein by reference, the following described Mortgage, and the Note thereby secured, each dated August 30, 1995, executed by the Mortgagor and in favor of the Mortgagee, have been amended or modified to reflect that the maturity of the Loan evidenced/secured thereby has been extended from September 1, 1997 to March 1, 1998.

The Mortgage was recorded September 6, 1995 with the Cook County Recorder of Deeds as Document No. 95591727 and further modified on September 1, 1996 and recorded November 26, 1996 with the Cook County Recorder of Deeds as Document No. 96901645 and pertains to the real estate described in attached Exhibit A.

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MORTGAGEE:

LAKESIDE BANK

BY: 

Attest: 

Prepared By and Mail TO:

Lakeside Bank
Donna J. Reinke
55 West Wacker Drive
Chicago, Illinois 60601

MORTGAGOR:

LAKESIDE BANK, not personally but
Trustee as aforesaid.

BY: 

Vice President & Trust Officer

Attest: 

Vice President

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

The foregoing Instrument was acknowledge before me by
SUZANNE HENSON, the ASST. VICE PRESIDENT of, and
TOM JUNG, the LOAN REPRESENTATIVE of,
LAKESIDE BANK, an Illinois banking corporation, on behalf of the
corporation, on this 22ND day of OCTOBER, 1997.

Wai Shih

NOTARY PUBLIC
"OFFICIAL SEAL"
WAI SHIH
Notary Public, State of Illinois
My Commission Expires 6/2/2001
Commission Expires:

I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, do hereby certify that
Juicee J. Towe, VP & Trust Officer and
John Wong, V.P. for Lakeside Bank as Trustee,
and not personally, under Trust Agreement dated August 4, 1995
and known as Trust 10-1697 are personally known to me to
be the same persons whose name are subscribed to the foregoing
instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said
instrument as their own free and voluntary act, for the uses and
purposes therein set forth on this 22ND day
OCTOBER 19 97.

Mary C. Adler
NOTARY PUBLIC

My Commission Expires:
9-8-98

OFFICIAL SEAL
MARY C. ADLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09-08-98

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~~EXHIBIT 1~~
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THAT PART OF CHICAGO BEACH ADDITION BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BLOCK 2 (EXCEPT THE SOUTH 125 FEET THEREOF AND EXCEPT SO MUCH OF SAID BLOCK 2 AS LIES NORTH OF THE FOLLOWING DESCRIBED LINES: BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 2 A DISTANCE OF 250.0 FEET NORTH 00 DEGREES 03 MINUTES 00 SECONDS EAST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 36 DEGREES 31 MINUTES 23 SECONDS WEST 46.04 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 88.57 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 00 SECONDS WEST 19.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 252.87 FEET TO THE WEST LINE OF BLOCK 2 AFORESAID) IN COOK COUNTY, ILLINOIS.

Commonly known as: 4941 South East End Avenue/4900 S. Lake Shore Drive,
Chicago, Illinois

P.I.N. 20-12-103-004 - Volume 255

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GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of LAKESIDE BANK, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the LAKESIDE BANK, Trustee, or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said LAKESIDE BANK, Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the LAKESIDE BANK, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said LAKESIDE BANK, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

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