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RECORDED

422932905/305 MEMORANDUM OF FIRST LOAN MODIFICATION AGREEMENT

This Memorandum, dated as of April 2, 1997, is by and between LAKESIDE BANK, an Illinois Banking Corporation ("Mortgagee"), and LAKESIDE BANK, not personally but as Trustee under Trust Agreement No. 10-1495 dated April 17, 1991 (the "Mortgagor").

Pursuant to a certain First Loan 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 April 1, 1992 executed by the Mortgagor and in favor of the Mortgagee, have been amended or modified to reflect that the payment of \$ ~~800.00~~ principal including interest shall be due on the 2nd of each month commencing May 2, 1997 and continuing on the same day of each month thereafter until maturity, the rate will be 8.75% and the maturity date is extended to April 2, ~~2000~~ 2000. \$792.09

The Mortgage was recorded April 20, 1992 with the Cook County Recorder of Deeds as Document No. 92254022 and pertains to the real estate described in attached Exhibit A.

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MORTGAGEE:

MORTGAGOR:

LAKESIDE BANK

LAKESIDE BANK, not personally but as Trustee as aforesaid.

BY: [Signature]
Attest: [Signature]

BY: [Signature]
VICE - PRESIDENT & TRUST OFFICER
Attest: [Signature]
ASSISTANT SECRETARY

Return this document to:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Donna J. Deveney
Lakeside Bank
55 W. Wacker Drive
Chicago, IL 60601

[Signature]

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

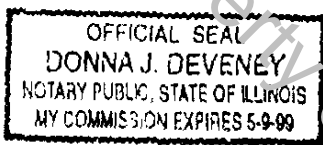
The foregoing Instrument was acknowledged before me by

STAN J. BOCHNOWSKI, the SR. VICE PRESIDENT, and

JOANN WONG, the VICE PRESIDENT of LAKESIDE

BANK, an Illinois Corporation, on behalf of the corporation, on this 27th day

of March, 1997.



NOTARY PUBLIC

Commission Expires:

I, the undersigned, a Notary Public in and for said

County, in the State aforesaid, do hereby certify that Vincent T. ...

VP's Trust Officer and Eda Ayala, Asst. Secretary for

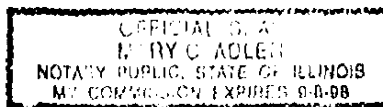
Lakeside Bank as Trustee, and not personally, under Trust Agreement dated April 17, 1991 and known as Trust #10-1495 are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth on this 26th day March, 1997.

Mary C. Adlen
NOTARY PUBLIC

672149932

My Commission Expires:

9-8-98



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EXHIBIT A

LOT 4 IN BLOCK 25 IN CANAL TRUSTEES SUBDIVISION OF EAST 1/2 OF SECTION 31,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

P.I.N. : 17-31-409-028

PROPERTY ADDRESS : 3608 S. WOLCOTT CHICAGO, IL

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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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