

620792927-405

MEMORANDUM OF FIRST MODIFICATION AGREEMENT

This memorandum, dated as of June 13, 1998, is by and between LAKESIDE BANK, an Illinois Banking Corporation ("Mortgagee"), and LAKESIDE BANK, not personally, but as Trustee under Trust Agreement Number 10-1763 dated June 3, 1996, (the "Mortgagor").

Pursuant to a Promissory Note 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 June 5, 1996, executed by the Mortgagor and in the favor of the Mortgagee, have been amended or modified to reflect that the maturity of the Loan evidenced/secured thereby has been extended from June 13, 1998 to June 13, 1999.

The Mortgage was recorded December 9, 1996, with the Cook County Recorder of Deeds as Document Number 96-930764 and pertains to the real estate described in attached Exhibit "A".

MORTGAGEE:

LAKESIDE BANK

BY: [Signature]

Attest: [Signature]

MORTGAGOR:

LAKESIDE BANK, not personally, but as Trustee as aforesaid.

BY: [Signature]
VICE - PRESIDENT & TRUST OFFICER

Attest: [Signature]
ASST. TRUST OFFICER

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

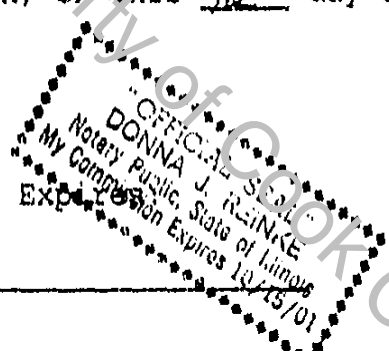
The foregoing Instrument was acknowledge before me by

JOANN WONG, the VICE PRESIDENT of, and
SUZANNE HENSON, the ASST. VICE PRESIDENT of,

LAKESIDE BANK, an Illinois corporation, on behalf of the
corporation, on this 12th day of June, 1998.

Donna J. Reinke
NOTARY PUBLIC

Commission Expires



I, The undersigned, a Notary Public in and for
and residing in said County, in the State aforesaid, DO HEREBY
CERTIFY THAT Vincent G. Tolie, V.P. + Trust Officer
and Suzanne T. Henson for asst. Trust Officer as Trustee,
and not personally, under Trust Agreement dated _____
and known as Trust 10-1763 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 free and voluntary act, for the uses and
purposes therein set forth on this 12th day
June, 1998.

Michele M. Larson
NOTARY PUBLIC

My Commission Expires:



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EXHIBIT A

PARCEL 1: LOT 120 IN HARLAND AND OTHERS ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 13 IN L.H. HARLAND'S SUBDIVISION OF LOT 2 IN THE COUNTY CLERK'S DIVISION OF BLOCK 5 IN ASSESSORS DIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 3255-3257 SOUTH ABERDEEN AVENUE, CHICAGO, ILLINOIS 60608-6543

PIN: #17-32-217-014

Prepared By and Mail To:

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

29266486

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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, as Trustee, while in form purporting to be the representations, covenants, undertakings, and agreements of LAKESIDE BANK, as Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, and agreements by LAKESIDE BANK, as Trustee, or for the purpose or with the intention of binding LAKESIDE BANK, as Trustee, personally but are made and intended for the purpose of binding the trust property, and this contract is executed and delivered by LAKESIDE BANK, as Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKESIDE BANK or any of the beneficiaries under said Trust Agreement, on account of this contract or on account of any representation, covenant, undertaking, or agreement of LAKESIDE BANK, as Trustee, in this contract contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the other party(ies) hereto and by all persons claiming by, through, or under the other party(ies) hereto.