UNOFFICIAL COPA 1998-08-27 14:28:49 Cook County Recorder 27,50

LAKESIDE BANK 55 WEST WACKER DRIVE CHICAGO, ILLINOIS 60601

SECOND NOTE MODIFICATION AGREEMENT

Lakeside Bank (the "Leoder"), an Illinois Banking Corporation, and the undersigned, Lakeside Bank as Trustee, under Trus (Agreement dated June 13, 1996 and known as Trust Number 10-1768, and Robbins Property Management (the "Borrowers") and Bruce Robbins and Martin Cohen (the "Guarantors").

- The Lender presently owns and horde BORROWERS' revolving note, dated June 28, 1. 1996 and payable to the Lender in the sam of \$60,000.00. The note is executed by Lakeside Bank (the "Lender"), an Illinois Panking Corporation, and the undersigned, Lakeside Bank as Trustee, under Trust Agreement dated June 13, 1996 and known as Trust Number 10-1768, and Robbins Property Management (the "Borrowers") and Bruce Robbins and Martin Cohen (the "Guarantors") in their capacity as prime obligors on the note.
- The note is secured, among other things, a mortgage of the same date conveying the 2. premises commonly known as 1021 West Lill Street, Chicago, Pimois and recorded with the Cook County Recorder of Deeds on July 2, 1996, as Document No. 96509190 and further modified July 10, 1997 and recorded with the Cook County Recorder of Deeds on September 29, 1997 as Document Number 97718703 and securing the lead extate described in Exhibit "A". The Note, Mortgage, and all other documents evidencing or securing the Loan (the "Loan Documents") are hereby incorporated herein by reference.
- Fees and Costs. By the Lender's execution hereof it has earned a non-refundable 3. modification fee of \$600.00, due and payable upon execution and delivery hereof.
- The Borrowers and Guarantors have requested and the Lender has agreed that the terms 4. 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 has been extended (from July 10, 1998) to July 10, 1999. (a)

UNOFFICIAL COPRESSOR

- 5. The Borrowers hereby warrant 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 in the Loan Policy, except that the real estates taxes are currently paid and the Premises are free and clear from any mechanics (or other) liens with respect to any construction work thereon.
- 6. The foregoing modification shall be effective as of the date hereof, all other provisions of the note shall remain in full 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 10th day of July 1998.

BORROWERS:

LAKESIDE BANK, not personally

but as Trustee, UTA dated

June 13, 1996 AKA Trust No. 10-1705

BY: //MILA

MCE - PRESIDENT & TRUST OFFICER

BY:

SEE RIDER ATTACHED RERETO AND MADE A PART HEREOF.

LENDER:

LAKESIDE BANK

David V. Pinkerton Senior Vice President

CHIADANITODO

Bruce Robbias

Martin Cohen

ROBBINS PROPERTY MANAGEMENT

D 1 :____

112

<u>: ا</u> ا د

A TJUTEKE

SUB-LOTS 19, 20 AND 21 (EXCEPT THE EAST 3 FEET OF GAID LOT 21) IN J. D. HAAKE'S ON O.
S SUBSITY
THE THERD.

LY EXAMPLES 19.

WAS ASSUMED TO CONTINUE CLOSERY SOUTH S SUBDIVISION OF LOTS 8.9 AND 10 IN SUBDIVISION OF THE EAST 1/2 OF BLOCK 17 IN CAMAL TRUSTER'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 HORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDEAN. IN COOK COUNTY, ILLIHOIS.

COMMONLY KNOWN AS: 1021 WEST LILL STREET, CHICAGO, ILLINOIS 60614

UNOFFICIAL COPPG766051 Fage 4 of 4

AGREEMENT RIDER

では特別のおの時間は

This agreement is executed by 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 and all personal liability of LAKESIDE BANK is hereby expressly waived by the parties hereto and their respective personal representatives, estates, hand, successors and assigns.

by the particular and assigns.