

98778312

9668/0089 50 001 Page 1 of 5
1998-09-01 14:04:31
Cook County Recorder 29.50

105765907-305

MEMORANDUM OF FIRST MODIFICATION AGREEMENT

This memorandum, dated as of August 24, 1998, is by and between LAKESIDE BANK, an Illinois Banking Corporation ("Mortgagee"), and LAKESIDE BANK, not personally, but as Trustee, under Trust Agreement Number 10-1340 dated April 22, 1988 and Trust Agreement Number 10-1598 dated September 27, 1993 (the "Mortgagor").

Pursuant to a certain First 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 September 29, 1993, 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 changed from October 24, 1998 to August 24, 2003, the note contract rate is decreased from 8.5% to 8.0% and the monthly payment has changed from \$246.17 to \$227.44.

The Mortgage was recorded November 4, 1993, with the Cook County Recorder of Deeds as Document Numbers 93894049 and 93894045 and pertains to the real estate described in attached Exhibit "A".

MORTGAGEE:

LAKESIDE BANK

BY: [Signature]

Attest: [Signature]

LAKESIDE BANK
55 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601

MORTGAGOR:

LAKESIDE BANK, not personally, but as Trustee of Trust No. 10-1340 as aforesaid

BY: [Signature]
ITS VICE - PRESIDENT & TRUST OFFICER

Attest: [Signature]
KSA J.P.

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LAKESIDE BANK, not personally, but as
Trustee of Trust No. 10-1598 as aforesaid

BY: [Signature]
ITS: VICE - PRESIDENT & TRUST OFFICER

Attest: [Signature]
Asst. V.P.

Prepared By and Mail To:

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

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

Property of Cook County Clerk's Office

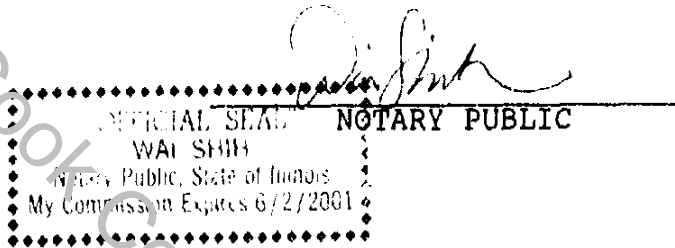
UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me by
DONALD BENJAMIN, the SR VICE PRESIDENT of,
and JORAN WONG, the VICE PRESIDENT of
LAKESIDE BANK Illinois corporation, on behalf of the
corporation, on this 1st day of SEPTEMBER, 1998.

Commission Expires:
6/2/01



I, the undersigned, a Notary Public in
and for said County, in the State aforesaid, do hereby certify
that Vincent J. Talwa, VP - Trust Officer
and James Hanson, A/P, for Lakeside Bank
as Trustee, and not personally, under Trust Agreement dated
9-27-93:428 and known as Trust 10-1598-101340 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 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 1st day of September, 1998.

Mary C. Adler
NOTARY PUBLIC

My Commission Expires:
9-8-98



EXHIBIT A

LOTS 6, 7 AND 8 IN COMMISSIONERS PARTITION OF LOT 37 IN BLOCK 10 OF UNITED STATES BANK ADDITION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 303-304 WEST DUST STREET, CHICAGO, ILLINOIS

PIN: 17-25-014-033

LOTS 1 AND 2 (EXCEPT THE WEST 50 FEET OF SAID LOTS THEREOF) IN BLOCK 3 IN BERWYN A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 16-31-107-041

The Property may be commonly referred to as 7101 S. OAK PARK AVE. BERWYN, IL

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

AGREEMENT RIDER

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. 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.

County Clerk's Office