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1999-05-19 11:25:46
Cook County Recorder 27.50



MEMORANDUM OF FIRST MODIFICATION AGREEMENT

Account Number 4175609-01

This memorandum, dated as of April 20, 1999 is by and between LAKESIDE BANK, an Illinois Banking Corporation ("Mortgagee"), and Lakeside Bank, not personally, but as Trustee under Trust Agreement Number 10-1186 dated July 23, 1986 (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 November 1, 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 extended from April 20, 1999 to April 20, 2004, the Note contract rate has been increased from 7.0%, fixed, per annum to 7.50%, fixed, per annum and the payment amount has changed to \$3,174.24.

The Mortgage was recorded April 14, 1994, with the Cook County Recorder of Deeds as Document Numbers 94338321 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

Prepared By and Mail To:

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

AND NOT PERSONALLY

**SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF**

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing Instrument was acknowledge before me by
Suzanne Henson, the Assistant Vice President of, and
Tom Jiang, the Loan Officer of,
LAKESIDE BANK, an Illinois Banking Corporation, on behalf of the
Corporation, on this 18th day of May, 1999.

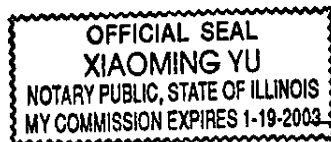


Xiaoming Yu
NOTARY PUBLIC

Commission Expires:

1-19-2003

I, the Undersigned, a Notary Public in and
for said County, in the State aforesaid, do hereby certify that
Vincent Tolme, Vice president & Trust officer and Eva Ayala
Assistant Trust officer for Lakeside Bank
as Trustee, and not personally, under Trust Agreement dated
July 23, 1986 and known as Trust# 10-1186 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 18th day May, 1999.



Xiaoming Yu
NOTARY PUBLIC

My Commission Expires:

1-19-2003

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EXHIBIT A

LOT 16 (EXCEPT THE SOUTH 10 FEET THEREOF) IN EVANSTON GOLF CLUB SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PROPERTY ADDRESS: 8750 N. KEELER, SKOKIE, IL, PIN# 10-22-200-042

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Property of Cook County Clerk's Office

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Lakeside Bank

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55 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60601-1699 • (312) 435-5100

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.