

UNOFFICIAL COPY

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2001-01-03 10:29:28
Cook County Recorder 25.00



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etc (srch)

MODIFICATION AGREEMENT

This Agreement is entered into this **25TH** day of **NOVEMBER, 2000** between State Bank of Countryside ("Bank") and the Undersigned (if more than one, jointly and severally) concerning the Undersigned's Equiline with the Bank.

RECITALS

A. The Undersigned is indebted to State Bank of Countryside as evidenced by a certain Equiline Agreement dated **November 17, 1995** which provides that loans may be made from time to time by the Bank to the Undersigned, upon certain terms and conditions, up to the credit limit of **\$100,000.00**.

B. Said Equiline Agreement is secured by a Mortgage dated **NOVEMBER 17, 1995**, upon certain property commonly known as **9410 SOUTH DAMEN, CHICAGO, ILLINOIS 60620** which document was recorded with the **COOK** County Recorder of Deeds on **12-12-95** as Document Number **95860915** (SEE LEGAL DESCRIPTION BELOW).

C. The Undersigned has requested an extension of the payment of the outstanding balance of the Equiline Agreement and an extension of the time period during which Loans can be made. State Bank of Countryside is willing to grant such extensions pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the above Recitals, the parties do hereby acknowledge and agree as follows:

1. The Undersigned does hereby acknowledge that the Equiline Agreement and Mortgage remain in full force and effect.
2. The Equiline Agreement, as secured by the Mortgage, is hereby modified as follows:
 - a. The maturity date of the equiline Agreement is extended to **NOV. 25, 2005**
 - b. Loans (as that term is described in the Equiline Agreement) may be requested by the Undersigned, subject to the same terms and conditions specified in the Equiline Agreement, until the maturity date of the Equiline Agreement, as extended by this Modification Agreement.

BOX 333-CTI

3. For and in consideration of this extension and modification, the Undersigned agrees to pay the following fees:

| | |
|-------------------------------|----------------|
| SECURITY SEARCH | \$35.00 |
| DOCUMENT RECORDING FEE | \$35.00 |
| TOTAL DUE: | \$70.00 |

4. In all other respects, the Equiline Agreement and the Mortgage are hereby ratified and reaffirmed.

Dated at Countryside, Illinois as of the date first above written.

First National Bank of Evergreen Park as Trustee under Trust Agreement dated March 26, 1975 and known as Trust Number 8387 and not Personally.

BY: [Signature] Vice President & Trust Officer
[Signature] Roger F. Shiels
 ATTEST: [Signature] Assistant Trust Officer
[Signature] Mary B. Shiels
 SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE

State of Illinois
County of Cook

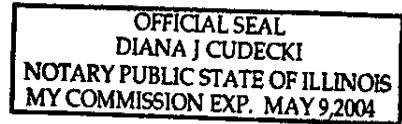
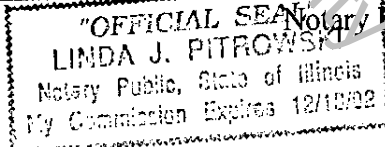
State of Illinois
County of Cook

Subscribed and sworn to before me this
28th day of December, 2000

Subscribed and sworn to before me this
28 day of December, 2000

[Signature]
Notary Public

[Signature]
Notary Public



LEGAL DESCRIPTION:

LOT 2 IN OWNERS RESUBDIVISION OF LOTS 1 TO 13 IN BLOCK 38 IN ROUNTEE'S ADDITION TO BEVERLY HILLS, BEING A SUBDIVISION OF BLOCKS 30, 33 AND 38 IN HILLIARD AND DOBBIN'S SUBDIVISION OF ALL THAT PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE PITTSBURG CINCINNATI AND ST. LOUIS RAILROAD (EXCEPT THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION) IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1927 AS DOCUMENT 9602313 IN COOK COUNTY, ILLINOIS. P.I.N. 25-06-323-011-0000

COMMONLY KNOWN AS:

9410 SOUTH DAMEN AVENUE, CHICAGO, ILLINOIS 60620

MAIL TO: State Bank of Countryside
6734 Joliet Road
Countryside, Illinois 60525

PREPARED BY: Diana Cudecki
State Bank of Countryside
6734 Joliet Road
Countryside, Illinois 60525

RIDER ATTACHED TO: MODIFICATION AGREEMENT

DATED: November 25, 2000

UNDER TRUST NO.8387

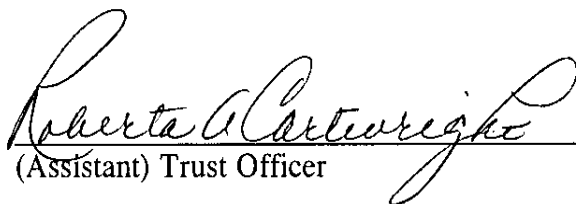
Executed and delivered by OLD KENT BANK, as successor trustee to FIRST NATIONAL BANK OF EVERGREEN PARK, not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein-described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but 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 hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

OLD KENT BANK, as successor trustee to FIRST NATIONAL BANK OF EVERGREEN PARK, not individually, but as Trustee under Trust No.8387

BY:


Vice President & Trust Officer

ATTEST:


(Assistant) Trust Officer