

Maille.

This document was prepared by:
STATE BANK OF COUNTRYSIDE
6734 Joliet Road
Countryside, Illinois 60525



① HP9058784
CRC

(Space above this line for recording purposes)

MODIFICATION AGREEMENT
to a Mortgage held by
STATE BANK OF COUNTRYSIDE

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is November 18, 1999, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:
MCINTYRE PROPERTIES, INC.
an ILLINOIS corporation
1920 WASHINGTON
WILMETTE, ILLINOIS 60091
Tax I.D. # 36-4109948

pin 05-28-207-025
PIA: 636 Wayland
Kenilworth IL

BANK:
STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
6734 Joliet Road
Countryside, Illinois 60525
Tax I.D. # 36-2814456
(as Mortgagee)

2. BACKGROUND.

- A. MORTGAGE WITH STATE BANK OF COUNTRYSIDE DATED 5/28/99 IN THE AMOUNT OF \$190,000 RECORDED ON 6/7/99 AS DOCUMENT # 99540347.
- B. LOT 10 AND THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING IN BLOCKS 3 IN WEST KENILWORTH, A SUBDIVISION OF THE PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE RAILROAD, IN COOK COUNTY, ILLINOIS.

Legal

3. MODIFICATION. The terms and conditions of the loan (Loan) are hereby modified to read as follows:

Borrower has received an additional loan in the principal amount of \$420,000. The current balance of the Note above described and the additional loan have been combined and the new combined loan is evidenced by a new note (Note) dated November 18, 1999 and to be fully repaid on demand or before November 18, 2000. Said Note is secured by the Property pursuant to the terms of the Mortgage.

4. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants and covenants:

- A. that the Mortgage liens described herein and granted to STATE BANK OF COUNTRYSIDE are subordinate to no other lien or interest;
- B. that Mortgagor has good and marketable title to all of the Property; and
- C. that the Property is subject to no outstanding liens or other encumbrances.

5. YEAR 2000 COMPLIANCE. As of the date of this Agreement, Borrower has assessed the risk of Year 2000 noncompliance and has formulated, approved, and implemented a comprehensive business plan (Year 2000 Plan) to meet "Year 2000 requirements." "Year 2000 requirements" include analyzing, programming, and testing all of Borrower's information technology systems to accurately process date and time data, including, but not limited to, calculating, comparing, and sequencing functions. "Year 2000 requirements" apply to all systems or processes that directly or indirectly affect Borrower's business, such as accounting and processing procedures, as well as

BOX 333-CTI

basic electronic devices that are necessary to facility management, such as security systems, elevators, and telephones. Borrower's Year 2000 Plan includes an allocation of resources toward meeting Year 2000 requirements, an inventory of all affected systems, processes to assess and prepare for the interaction of Borrower's systems with external systems, periodic testing and evaluation of progress under Borrower's Year 2000 Plan, and contingency arrangements for Year 2000 failure, either by Borrower or Borrower's partners, affiliates, vendors, or customers.

Borrower will take all measures necessary to fulfill the requirements of Borrower's Year 2000 Plan and meet all Year 2000 requirements as specified above. Borrower agrees to make Borrower's Year 2000 Plan available to Bank, if requested, and will keep Bank informed of progress made under Borrower's Year 2000 Plan. Borrower will immediately notify Bank of any actual or anticipated delays in meeting dates designated in Borrower's Year 2000 Plan or failure to accomplish any objectives of Borrower's Year 2000 Plan. Borrower will allow Bank, or a third party Bank designate, reasonable access to Borrower's information technology systems for the purpose of determining progress made under Borrower's Year 2000 Plan. Borrower agrees that Bank has no responsibility for managing, advising, or executing any of Borrower's efforts to comply with Year 2000 requirements or Borrower's Year 2000 Plan.

- 6. **CONFESSION OF JUDGMENT.** In addition to Bank's remedies contained in the Note or any other document evidencing this Loan, Borrower authorizes any attorney at law to appear in any state or federal court of record, waive issuance and service of process, and confess judgment against Borrower, jointly or severally, in favor of Bank, for any sum unpaid and due on this Loan, together with interest, collection costs and costs of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.
- 7. **CONTINUATION OF ALL OTHER TERMS AND CONDITIONS.** This Agreement shall operate as a modification only and shall relate back to the execution and delivery of the original Note. All other terms and conditions of this Loan contained in the loan documents not specifically referred to and modified herein continue in full force and effect, and Borrower hereby ratifies and confirms the security, priority and enforceability of each document securing the Loan.
- 8. **COLLATERAL PROTECTION INSURANCE NOTICE.** Unless Borrower provides Bank with evidence of the insurance coverage required by Borrower's agreement with Bank, Bank may purchase insurance at Borrower's expense to protect Bank's interests in Borrower's Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Bank purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Bank, but only after providing Bank with evidence that Borrower has obtained insurance as required by Borrower's agreement with Bank. If Bank purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of the insurance Borrower may be able to obtain on Borrower's own.
- 9. **RECEIPT OF COPY.** Borrower acknowledges receiving a copy of this Agreement.

MORTGAGOR/BORROWER:

MCINTYRE PROPERTIES, INC.
an ILLINOIS corporation

[Corporate Seal*]

By: _____

JEFFREY MCINTYRE, PRESIDENT

Attest _____

(*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

APPROVED: November 18, 1999

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation

[Corporate Seal*]

By: _____

Andrew R. Soucek
VICE PRESIDENT Andrew R. Soucek

Attest _____

(*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

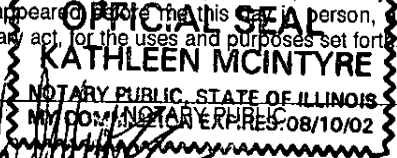
UNOFFICIAL COPY 09130344

STATE OF _____

ss:

COUNTY OF _____

On this 23 day of November 1999, Kathleen G. McIntyre, a notary public, certify that JEFFREY MCINTYRE, PRESIDENT of MCINTYRE PROPERTIES, INC., an ILLINOIS corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth. My commission expires: 08/10/02



STATE OF IL

ss:

COUNTY OF COOK

On this 20 day of Nov 99, I, Angela M Rutledge, a notary public, certify that WILLIAM O. KERH, VICE PRESIDENT, of STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth. My commission expires: _____



Angela M Rutledge
NOTARY PUBLIC

THIS IS THE LAST PAGE OF A 3 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

Property of Cook County Clerk's Office

[Handwritten Signature]

UNOFFICIAL COPY

09130344

NOTICE AND CONSENT TO MODIFICATION BY GUARANTOR

GUARANTOR:

JEFFREY MCINTYRE
1920 WASHINGTON AVE.
WILMETTE, IL 60091
Social Security # 337-48-6097

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
6734 Joliet Road
Countryside, Illinois 60525
Tax I.D. # 36-2814456

STATE BANK OF COUNTRYSIDE hereby notifies Guarantor, and Guarantor acknowledges, that Borrower has requested a modification to the terms of the Loan and that Bank has agreed to modify the Loan, subject to the terms and conditions contained in a Modification Agreement dated November 18, 1999, and executed by MCINTYRE PROPERTIES, INC. (Borrower). Guarantor unconditionally consents to such modification.

Except to the extent that the Modification Agreement expressly modifies the terms and conditions of the Loan, Guarantor acknowledges that the terms and conditions of the Note and Guaranty Agreement continue in full force and effect.

Dated: 11-23-99

GUARANTOR:

[Signature]
JEFFREY MCINTYRE
Individually

STATE OF _____

ss:

COUNTY OF _____

On this 23 day of November, 1999, Kathleen A. McIntyre, a notary public, certify that JEFFREY MCINTYRE, A MARRIED PERSON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

08/10/02

