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#6877 # FBI # 54-400005
COOK COUNTY RECORDER

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MODIFICATION AGREEMENT to an Mortgage held by STATE BANK OF COUNTRYSIDE

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1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is April 30, 1994, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:

STATE BANK OF COUNTRYSIDE, T/U/T DATED 1-6-88 A/K/A TRUST NO. 88-385, AND NOT PERSONALLY
a trust
ALBERT F. MOORE, SR. LIVING TRUST DATED 9-9-92
a trust
3558 W. 87TH STREET
EVERGREEN PARK, IL 60641
Tax I.D. # 333-16-8838

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
6734 Joliet Road
Countryside, Illinois 60525
Tax I.D. # 36-2814455
(as Mortgagee)

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2. BACKGROUND. MORTGAGE DATED FEBRUARY 20, 1981 AND RECORDED MARCH 27, 1991 AS DOCUMENT NO. 91137472.

3. MODIFICATION. The above described note(s) have been renewed and the Renewal Note (Renewal Note) now evidences the indebtedness (Obligations) of STATE BANK OF COUNTRYSIDE, T/U/T DATED 1-6-88 A/K/A TRUST NO. 88-385, AND NOT PERSONALLY and ALBERT F. MOORE, SR. LIVING TRUST DATED 9-9-92 (Borrower) to Bank as evidenced by Borrower's promissory note payable to the order of Bank dated April 30, 1994 evidencing a loan (Loan) in the principal amount of \$1,400,000.00. Subject to the actual terms and conditions under the Renewal Note, the following provisions of the Loan have been modified to read as follows:

Borrower has received an additional loan in the principal amount of \$1,400,000.00. 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 April 30, 1994 and to be fully repaid on demand or before April 30, 1995. 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. CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. 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.

6. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

BORROWER:

STATE BANK OF COUNTRYSIDE, T/U/T DATED 1-6-88 A/K/A TRUST NO. 88-385, AND NOT PERSONALLY

By: *[Signature]*
STATE BANK OF COUNTRYSIDE
As Trustee

ALBERT F. MOORE, SR. LIVING TRUST DATED 9-9-92

By: *[Signature]*
ALBERT F. MOORE, SR.
As Trustee

APPROVED: April 30, 1994

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation

By: *[Signature]*
THOMAS P. BOYLE, SENIOR VICE PRESIDENT

[Corporate Seal*]

Attest

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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STATE OF IL

NO:

COUNTY OF Cook

Andrea Schoefernacker

a notary public, certify that STATE

On this 21 day of May, 1987, **Andrea Schoefernacker**, a notary public, certify that STATE BANK OF COUNTRYSIDE, as Trustee, for STATE BANK OF COUNTRYSIDE, T/OT DATED 1-6-88 A/K/A TRUST NO. 68-385, AND NOT PERSONALLY, 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.

ANDREA SCHOEFERNACKER
Notary Public, State of Illinois
My Commission Expires 7-14-87

Andrea Schoefernacker
NOTARY PUBLIC

STATE OF IL

NO:

COUNTY OF Cook

Andrea Schoefernacker

a notary public, certify that ALBERT

On this 31 day of May, 1987, **Andrea Schoefernacker**, a notary public, certify that ALBERT F. MOORE, SR., as Trustee, for ALBERT F. MOORE, SR. LIVING TRUST DATED 8-9-82, 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.

ANDREA SCHOEFERNACKER
Notary Public, State of Illinois
My Commission Expires 7-14-87

Andrea Schoefernacker
NOTARY PUBLIC

STATE OF

NO:

COUNTY OF

Andrea Schoefernacker

a notary public, certify that THOMAS

On this day of 19, **Andrea Schoefernacker**, a notary public, certify that THOMAS P. BOYLE, SENIOR 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.

NOTARY PUBLIC

This document was prepared by STATE BANK OF COUNTRYSIDE, 6704 Joliet Road, Countryside, Illinois 60525.

Please return this document after recording to STATE BANK OF COUNTRYSIDE, 6734 Joliet Road, Countryside, Illinois 60525.

THIS IS THE LAST PAGE OF A 2 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

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NOTICE AND CONSENT TO MODIFICATION BY GUARANTOR

GUARANTOR:
ALBERT F. MOORE, SR.
3558 W. 97TH STREET
EVERGREEN PARK, IL 00842
Social Security # 333-18-9839

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 April 30, 1964, and executed by STATE BANK OF COUNTRYSIDE, T/J/T DATED 1-8-88 A/K/A TRUST NO. 88-385, AND NOT PERSONALLY and ALBERT F. MOORE, SR. LIVING TRUST DATED 9-9-92 (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: _____

GUARANTOR:
Albert F. Moore, Sr.
ALBERT F. MOORE, SR.
Individually

STATE OF IL

COUNTY OF Cook

ss:

Andrea Schoefernacker

On this 31 day of May, 1991, I, **Andrea Schoefernacker**, a notary public, certify that **ALBERT F. MOORE, SR.**, 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: _____

ANDREA SCHOEFERNACKER
Notary Public, State of Illinois
My Commission Expires 7-14-97

Andrea Schoefernacker
NOTARY PUBLIC

Cook County Clerk's Office

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EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated April 30, 1984, by and between the following parties:

MORTGAGOR OF PROPERTY/BORROWER:
STATE BANK OF COUNTRYSIDE, T/A/T DATED 1-8-88 A/K/A TRUST NO. 88-385, AND NOT PERSONALLY
 a trust
ALBERT F. MOORE, SR. LIVING TRUST DATED 8-9-82
 a trust
 3555 W. 97TH STREET
 EVERGREEN PARK, IL 60842
 Tax I.D. # 333-18-8839

BANK:
STATE BANK OF COUNTRYSIDE
 an ILLINOIS banking corporation
 8734 Joliet Road
 Countryside, Illinois 60525
 Tax I.D. # 36-2814456
 (as Mortgagee)

The properties herein described are those properties referred to in this Agreement as being described in Exhibit "A":

Parcel 1:

Lot 9 in MBC Subdivision of part of the North East 1/4 of Section 1, Township 37 North, Range 12, being a Resubdivision of Lots 1 and 2 in Block 2 and Lot 1 and 2 in Block 1 in Frederick H. Bartlett's Harlem Avenue Acres, a Subdivision of the North 45 acres of the North East 1/4 of Section 1, Township 37 North, Range 12, (except the West 17 feet conveyed to railroad) in Cook County, Illinois, also, the West 1096.10 feet of the East 1320.10 feet (except the South 40 feet of the East 203 feet thereof) of the following described parcels of land, all taken as a tract: the South 108 feet of the North 402 feet of South 1/2 of said North East 1/4 in Section 1, together with the South 1/2 (except North 402 feet thereof and except the South 50 acres thereof) of the said North East 1/4 of Section 1, also, the North 60 feet of the West 174 feet of East 224 feet of the South 108 feet of the North 402 feet of the said South 1/2 of the North East 1/4 of Section 1, also the East 1270.10 feet of the East 1320.10 feet of the South 125 feet of the North 294 feet of the said South 1/2 of the North East 1/4 of Section 1, Township 37 North, Range 12 & E. East of the Third Principal Meridian, in Cook County, Illinois.

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Parcel 2:

Block 1 (except the East 377.00 feet thereof) in Frederick H. Bartlett's Harlem Avenue acres, a Subdivision of the North 45 acres of the South 50 acres of the North East 1/4 of Section 1, Township 37 North, Range 12 East of the Third Principal Meridian, (except the West 17 feet conveyed to railroad), in Cook County, Illinois.

Parcel 3:

Lots 8 and 9 in Block 13 in Frederick H. Bartlett's Harlem Avenue acres, a Subdivision of the North 45 acres of the South 50 acres of the North East 1/4 of Section 1, Township 37 North, Range 12 East of the Third Principal Meridian, (except the South 17 feet conveyed to railroad), in Cook County, Illinois.

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