94600805

DEPT-11 #6013 TRAN 6399 07/11/94 20:10:00 #6877 # 642 # 659 666055 E100#T CODE COUNTY RECORDER

(Space above this line for recording purposes)

### MODIFICATION AGREEMENT

to an Mortgage held by STATE BANK OF COUNTRYSIDE

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is April 30, 1894, and the parties are the following:

MORTGAGOR OF PROPERT VIBURROWER: STATE BANK OF COUNTRYSIDE, TRUIT DAYED 1-6-88 ARVA TRUST NO. 88-385, AND NOT PERSONALLY

ALBERT F. MOORE, ST. L. VING TRUST DATES: 9-9-92 3558 W. 97TH STREET EVERGREEN PARK, IL 6064 Tax I.D. # 333-16-8839

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation 6734 Joliet Road Countryside, Illinois 60525 Tax I.D. # 36-2814459 (as Mortgagee)

94600805

- 2. BACKGROUND, MORTGAGE DATED FEBRUARY 20, 1991 AND REC DRIDED MARCH 27, 1991 AS DOCUMENT NO. 91137472.
- The above described note(s) have been renewed and the Renewal Note (Renewal Note) now evidences the indubtedness MCDIFICATION. (Obligations) of STATE BANK OF COUNTRYSIDE, T/U/T DATED 1-6-bb /JK/A TRUST NO. 88-385, AND NOT PERSONALLY and ALBERT F. MOORE, SR. LIVING TRUST DATED 9-9-92 (Borrower) to Bank as evidence. It is corrower's promissory note payable to the order of Bank dated April 30, 1934 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 toan 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 con bined loan is evidenced by a new note (Note) dated April 30, 1994 and to be fully repaid on demand or before upril 30, 1995. Said Note is secured by the Property pursuant to the terms of the Morigage.

- 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 tiens or other encumbrances.
- CONTINUATION OF ALL OTHER TERMS AND CONDITIONS. All other terms and conditions of this Look continued in the loan documents not apacifically 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

STATE BANK OF COUNTRYSIDE As Trustoe A TTEEST!

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

ALBERT F. MOORE, SH. As Trustee

an iLL NOIS banking corporation

APPROVED: April 30, 1994

the process of the control of the money and make the reprocess the forest of the process the forest of the process of the forest of the forest of the forest of the forest of the process of the forest of the process of the forest of the process of or the proceed arising from the sale of other to person thereof.

(Corporate Seal\*)

USS COURSE, IN COMPANIES

THOMAS P. BOYLE, SENIOR VICE PRESIDENT

STATE BANK OF COUNTRYSIDE

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

Modification Agreement MOORE, ALBERT F.

04/30/94

Initials

\*\* READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS, \*\*

L'AGE 1

والألف

The sectors again that the sectors again the sectors again the and the sectors again the sectors again

Property of Cook County Clerk's Office

BANK OF COUNTRYSIDE, as T PERSCHALLY, personally known in in purson, and acknowledged tha forth. My commission expires:	Trustice, for STATE BANK OF COUNTRYSIDE, T/U/T DATED 1-8-88 A to me to be the country where there is subscribed to the foregoing in at the third subscribed to the foregoing in ANDREA SCHOOL FORMACLE PROPERTY AND ANDREA SCHOOL FORMACLE PROPERTY OF THE PRO	strument, appeared before me this day art, for this usus and purposus set
and are a consecutive to the majority statement of	My Commission Expense 7-14-97 Q INCLUDE SIGNO INOTARY	FUELIC
STATE OF D		
	<b>88:</b>	
COUNTY OF COUNTY OF		
On this 31 day of 33	- marker Andrea Schoolernacker	a notary public carries that ALBERT
On this 31 day of 1112.	19/1/), Andrea Schoefernacker	, a notary public, certify that ALBERT to me to be the same person whose
On this 31 day of 1112.	, 10' 1/1, 1, Andrea Schoefernacker  ALBERT F. MOORE, SR. LIVING TRUST DATED 8-9-92; personally known in instrument, appeared before my 151s day in person, and acknowledged living att. for the unit 1998 (1998) are set forth.	, a notary public, certify that ALBERT to me to be the same person whose that (he/she) signed and delivered the
On this 31 day of 1112.	ng instrument, appeared before my this day in person, and acknowledged luntary at to the unit before my this control of the co	that (he/she) signed and delivered the
On this 31 day of 1112.	ADDITION AND AND AND AND AND AND AND AND AND AN	that (he/she) signed and delivered the
On this 31 day of 1112.	ng instrument, appeared before my this day in person, and acknowledged luntary at to the unit before my this control of the co	that (he/she) signed and delivered the
On this 31 day of 1112.  F. MOORE, SR., se Truntou, for A name is subscribed to the foregoid instrument as (his/her) tree and vol. My commission expires:  STATE OF  COUNTY OF	ing instrument, appeared before me tole day in purson, and acknowledged funtary act for the UNESTINATION and for instrument and instrument for instrument fo	that (ho/oho) bighted and delivered the
On this 31 day of 11 to 15 for MOORE, SR., as Truston, for A name is subscribed to the foregoti instrument as (his/her) it is and vol. My commission expires:  STATE OF  COUNTY OF	In instrument spanned before me tole day in purson, and acknowledged funtary et a for the united bodd purson but forth.  ANDREA SCHOOLER MACKER  Missay Pulsa, Suite of Mines  Mis Commission Equipme 7-14-67  Applies Schooler macker	that (ho/oho) bighed and delivered the
On this 31 day of 1112.  F. MOORE, SR., se Trunton, of A name is subscribed to the foregoin instrument as (his/her) tree and vol. My commission expires:  STATE OF  COUNTY OF day of P. BOYLE, SERIOR MACHINE IRESID and person whose name in the same person whose part and the same person are same person same person and the same person are sam	In instrument appeared before me bis day in person, and acknowledged fundary at lot the united base of many many many many many many many many	that (ho/oho) bighed and delivered the RUSLIC CACA THOMAS on, personally known to me to be the
On this 31 day of 11 to 15 MOORE, SR., se Truntoe, for A name is subscribed to the foregoin instrument as (his/her) free and vol. My commission expires:  STATE OF  COUNTY OF day of TRESIDE THE STATE OF HERSIDE HERSIDE HERSIDE THE STATE OF DOUBLE, SERIOR VICE HERSIDE BIRDE PROPORTY WHOSE HERSIDE BIRDE AND HERSIDE BIRDE BIRD	In the state of th	that (ho/oho) bighed and delivered the RUSLIC CACA THOMAS on, personally known to me to be the
On this 31 day of 1112.  F. MOORE, SR., se Trunton, of A name is subscribed to the foregoin instrument as (his/her) tree and vol. My commission expires:  STATE OF  COUNTY OF day of P. BOYLE, SERIOR MACHINE IRESID and person whose name in the same person whose part and the same person are same person same person and the same person are sam	In instrument appeared before me bis day in person, and acknowledged fundary at lot the united base of many many many many many many many many	that (ho/ohe) bighed and delivered the RUSLIC.  I in notary public, certify that THOMAS on, personally known to me to/be the adn, and acknowledged that mo/ahe)

return this document after recording to STAYF BANK OF COUNTRYSIDE, 6734 Joilet Road, Countryside, Illinois 60525 94800805

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

Property of Coot County Clert's Office

Copyright 1984, Bankers Systems, Inc.

GUARANTOR: ALBERT F. MOORE, SR. 3558 W. 97TH STREET EVERGREEN PARK, IL 60042 Social Security # 533-16-9639

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

STATE BANK OF COUNTRYSIDE hereby notifies Guarantor, and Guarantor acknowledges, that Berrower 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 duted April 30, 1964, and executed by STATE BANK OF COUNTRYSIDE, T/U/T DATED 1-8-88 A/K/A TRUST NO. 88-385, AND NOT PERSONALLY and ALBERT F. MOORE, SR. LIVING TRUST DATED 8-8-9-92 (Borrovier). Guarantor unconditionally consents to such modification.

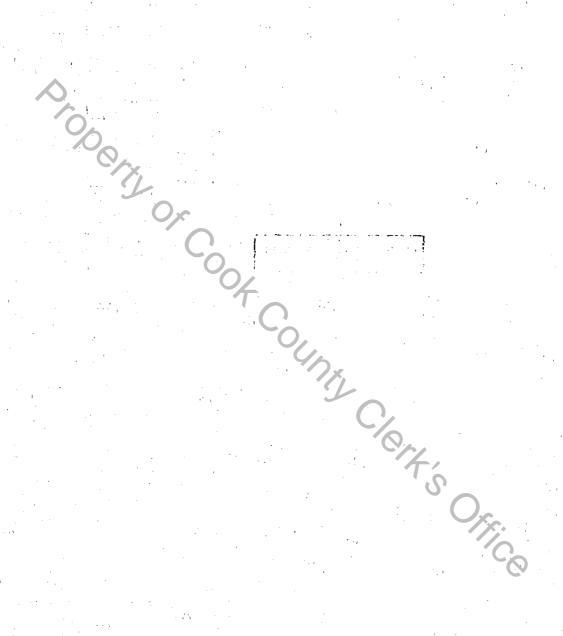
Except to the extent that the Modification Agreement expressly modified the terms and conditions of the Loan, Guaranter acknowledges that the terms and conditions of the Note and Guaranty Agreement continue in full force and offset.

GUARANTOR: ALBERT F. FACORE, SR.
Individuals Individually STATE OF Andrea Schoefernacker COUNTY OF (\*CC).

Andrea Schoefernacket

On this Stay of the County of t the uses and purposes set forth. My commission expires: andrea Schorpernaches ANDREA CHOEFERNACKER oic : Ex Yree 7-14-97

Colling Collin



### Copyright 1984, Bankers Systems, Inc. St. Clied, WNOFE, COPY

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated April 36, 1994, by and between the following parties:

MORTGAGOR OF PROPERTY/BORROWER: STATE BANK OF COUNTRYSIDE, T/U/T DATED 1-8-88 A/K/A TRUST NO. 88-365, AND NOT PERSONALLY

a trust
ALBERT F. MOORE, SR. LIVING TRUST DATED 8-9-92
A trust
3556 W. 97TH STREET
EVERGREEN PARK, IL 20642
Tax I.D. # 333-16-9839

JONE .

BANK:

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation 8734 Joliet Road Countryside, Illinois 80525 Tax I.D. # 36-2814456 (as Mortgague)

The properties hereinz or a sacribed 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, below a Resubdivision of Lots 1 and 2 in Block 2 and Lot 1 and 2 in Block 1 in Frederick H. Barelett'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 Louth 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 , also the Best 1270.10 feet of the East 1320.10 feet of the South 120 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.

### Parcel 2:

Block 1 (except the East 377.00 feet thereof) in Frederick H. Battlett'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 Maridian, (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.

94600805

Property of Cook County Clerk's Office