## FFICIAL COPY

COOK COUNTY, ILLINO FILED FOR RECORD

1994 SEP -8 AM 9: 25

94786310

94786310

(Space above this line for recording purposes)

## MODIFICATION AGREEMENT

to an Mortgage held by STATE BANK OF COUNTRYSIDE

1. DATE AND PARTIES. The drie of this Modification Agreement (Agreement) is August 29, 1994, and the parties are the following:

MORTGAGOR OF PAOP 2PTY/BORROWER:

STATE BANK OF US UNTRYSIDE A/T/U/T DATED 9-13-90 A/K/A TRUST NO. 90-986 AND NOT PERSONALLY

BORROWER:

いいと

STATE BANK OF COUNTRYSIDE A/T/U/T DATED 9-13-90 A/K/A TRUST NO. 90-986 AND NOT PERSONALLY

RECON BUILDERS, INC. an ILLINOIS corporation 9010 WOODLAND DRIVE HICKORY HILLS, IL 60457 Tax I.D. # 36-3582301

BANK:

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation 8734 Joliet Road Countryside, Illinois 60525 Tax I.D. # 38-2814456 (as Mortgagos)

BACKGROUND. MORTGAGE DATED APRIL 4, 1994 AND RECORDED JULY 1, 1994 AS DOCUMENT NO. 94810522, TO SECURE A NOTE FOR \$150,000.00

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

Cur. amount of \$10,000 which increases the
Berrower has received an additional loan in the principal amount \$160,000.00. 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 August 29, 1994 and to be fully repaid on demand or before May 5, 1995. Said Note is secured by the Property pursuant to the terms of the Mortgage.

COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants, and or venants:

 A. that the Mortgage liens described herein and granted to STATE BANK OF COUNTRYSIDE ar 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. CONFESSION OF JUDGMENT. In addition to Bank's remedies contained in the Note or any other doctrine, t 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, and together adaption costs and costs of sult, and thereupon to release all errors and waive all rights of appeal and stay of execution.
- 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.

7. RECEIPT OF COPY. Borrower acknowledged receiving a copy of this Agreement.

ROWER:	NOTE: EXCHERATION CLAUSE
STATE BANK OF COUNTRYSIDE AT/U/T DATED 9-13-90 A/K/A T	HUSTING BO BE AND HOT PERSONALLY and the mental of the control of
By: STATE BANK OR COUNTRYSIDE As Trustee A ITE ST	Dyears and and there are described in the error that
RECON BUILDERS, INC. an ILLINOIS corporation	Short and the control of the control
By: John Courses	plant assume as a plantage of the state of t
JOHN CONNEELY, PRESIDENT	Button of the title. Sum onto the man empire awant granters of the title. Sum onto the man empire awant of the title and the summer and the express
MAURA CONNEELY, SECRETARY /	cracken that no discussion there is no in realized to sequential the cultivities is and non-the energy from the property described in sale midgage or the proceed arising from the sale or other disposition thereof.

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

APPROVED: August 29, 1994

Modification Agreement RECON BUILDERS, INC.

BOR

08/20/04

Initiale

PAGE 1

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

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

34786310

(C-197-0302V3-7.50) Chpyrlight 1V8 I II AND CHALLED ALL COPY
BANK:
STATE BANK OF COUNTRYSIDE  an ILLINOIS banking concernion [Corporate Seal*]
By.
THOMAS P. BOYLE, SENIOR VICE PRESIDENT
Atjest
(*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)
STATE OF DC
COUNTY OF COUNTRY OF COUNTRY SIDE, and a notary public, certify that STAT BANK OF COUNTRY SIDE, and subscribed to the foregoing instrument, appeared before me this dain person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes as
forth. My commission expires:  ANDREA SCHOEFERNACKER Nessry P. 1050, State of Illinois My Commission Expires 7:14-07  NOTARY PUBLIC NOTARY PUB
STATE OF
COUNTY OF COUNTY
My commission expires:  OFFICIAL BEAL*  ANDREA SCHOEFERNACKER  NOTARY PUBLIC  NOT
COUNTY OF  On this day of , 19 1.  P. BOYLE, SENIOR VICE PRESIDENT, of STATE LANK OF COUNTRYSIDE, an ILLINOIS banking derporation, personally known to me to be the same person whosh name is subscribed to the longling instrument appeared before me this day in person, and acknowledged that (he/she signed and delivered the instrument as (his/her) time and yol intary act, for the uses and purposes set forth.  My commitment as physicals:
NOTARY PUBLIC
This document was prepared by STATE BANK OF COUNTRYSIDE, \$73 Chollet Road, Countryside, Illinois 60525.
Piease return this document after recording to STATE BANK OF COUNTRYLIPS, 6734 Jollet Road, Countryside, Illinois 60525.
THIS IS THE LAST PAGE OF A 2 PAGE DOCUMENT. EXTIFITS AND/OR ADDENDA MAY FOLLOW.
THIS IS THE LAST PAGE OF A 2 PAGE DOCUMENT. EXAMPLY SAND/OR ADDENDA MAY FOLLOW.

**BOX 333-CTI** 

## **UNOFFICIAL COPY**

Property of Coot County Clert's Office