

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1994 JAN 25 PM 12:45

94080276

94080276

(Space above this line for recording purposes)

MODIFICATION AGREEMENT to an Mortgage held by STATE BANK OF COUNTRYSIDE

7429000 W 1AD

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is December 3, 1993, and the parties are the following:

MORTGAGOR OF FACT/PROPERTY/BORROWER:

STATE BANK OF COUNTRYSIDE U/T/A DATED 11-19-92 A/K/A TRUST #92-1204 AND NOT PERSONALLY
a trust
6734 JOLIET RD.
COUNTRYSIDE, IL 60625

238

BORROWER:

STATE BANK OF COUNTRYSIDE U/T/A DATED 11-19-92 A/K/A TRUST #92-1204 AND NOT PERSONALLY
a trust
6734 JOLIET RD.
COUNTRYSIDE, IL 60625
EDWARD R. VRDOLYAK
11485 AVENUE J
CHICAGO, IL
Social Security # 380-30-5478
PHYLLIS D. WIENER
16 N. ADAMS
HINSDALE, IL 60521
Social Security # 327-40-8456
RONALD PATTERSON
649 STERLING WEST
JUSTICE, IL 60458
Social Security # 520-48-5855

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
6734 Joliet Road
Countryside, Illinois 60625
Tax I.D. # 36-2814456
(as Mortgagee)

2. BACKGROUND.

- A. STATE BANK OF COUNTRYSIDE MORTGAGE DATED 3-13-93 AND RECORDED AS DOCUMENT NUMBER 93201579.
- B. STATE BANK OF COUNTRYSIDE FINANCING STATEMENT DATED 3-13-93 AND RECORDED AS DOCUMENT NUMBER 93U04383.
- C. STATE BANK OF COUNTRYSIDE FINANCING STATEMENT DATED 3-13-93 AND RECORDED AS DOCUMENT NUMBER 93U04384.
- D. LEGAL DESCRIPTION: LOTS 1 TO 24 INCLUSIVE IN BLOCK 51, LOTS 1 TO 48 INCLUSIVE IN BLOCK 52 AND LOTS 25 TO 48 INCLUSIVE IN BLOCK 53 IN WHITFORD'S SOUTH CHICAGO SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 \$350,000.00. 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 December 3, 1993 and to be fully repaid on demand or before March 30, 1996. 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 Mortgagor has good and marketable title to all of the Property; and
- B. that the Property is subject to no outstanding liens or other encumbrances, except: 1) STATE BANK OF COUNTRYSIDE MORTGAGE DATED 3-13-93 AND RECORDED AS DOCUMENT NUMBER 93201579. 2) STATE BANK OF COUNTRYSIDE FINANCING STATEMENT DATED 3-13-93 AND RECORDED AS DOCUMENT NUMBER 93U04363. 3) STATE BANK OF COUNTRYSIDE FINANCING STATEMENT DATED 3-13-93 AND RECORDED AS DOCUMENT NUMBER 93U04384.

5. 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.

6. 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 acknowledges receiving a copy of this Agreement.

BORROWER:

B-7333

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE BANK OF COUNTRYSIDE U/T/A DATED 11-19-92 A/K/A TRUST #92-1204 AND NOT PERSONALLY

By: STATE BANK OF COUNTRYSIDE As Trustee

EDWARD R. VRDOLYAK Individually

PHYLLIS D. WIENER Individually

RONALD PATTERSON Individually

NOTE: EXONERATION CLAUSE

This Note is executed by State Bank of Countryside, not personally, but as Trustee as aforesaid, in the exercise of its power and authority conferred upon and vested in it by such instrument as is expressly understood and agreed by each original and successive owner or holder of this Note that delivery, retention and control shall be construed as necessary for the security of State Bank of Countryside and to pay the principal and interest that may become due on such Note... (Corporate Seal)

APPROVED: December 3, 1993

BANK:

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation

By: THOMAS P. BOYLE, SENIOR VICE PRESIDENT

(Corporate seal may be affixed, but failure to affix shall not affect validity or enforceability of this instrument or any other disposition thereof.)

STATE OF Illinois

COUNTY OF Cook

On this 17 day of Jan, 1993, the undersigned, a notary public, certify that STATE BANK OF COUNTRYSIDE, as Trustee, for STATE BANK OF COUNTRYSIDE U/T/A DATED 11-19-92 A/K/A TRUST #92-1204 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.

My commission expires: OFFICIAL SEAL JOE LLEN LITTERIO NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES SEPT 10, 1994

Joe Ellen Litterio NOTARY PUBLIC

STATE OF Ill.

COUNTY OF Cook

On this 17 day of Dec, 1993, PAULETTE ANDERSON, a notary public, certify that EDWARD R. VRDOLYAK, 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: OFFICIAL SEAL PAULETTE ANDERSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/11/95

Paulette Anderson NOTARY PUBLIC

STATE OF Ill.

COUNTY OF Cook

On this 17 day of Dec, 1993, PAULETTE ANDERSON, a notary public, certify that PHYLLIS D. WIENER, 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: OFFICIAL SEAL PAULETTE ANDERSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/11/95

Paulette Anderson NOTARY PUBLIC

STATE OF Ill.

COUNTY OF Cook

On this 17 day of Dec, 1993, PAULETTE ANDERSON, a notary public, certify that RONALD PATTERSON, 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: OFFICIAL SEAL PAULETTE ANDERSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/11/95

Paulette Anderson NOTARY PUBLIC

STATE OF Illinois

COUNTY OF Cook

On this 17 day of Jan, 1993, the undersigned, 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.

My commission expires: OFFICIAL SEAL JOE LLEN LITTERIO NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES SEPT 10, 1994

Joe Ellen Litterio NOTARY PUBLIC

This document was prepared by STATE BANK OF COUNTRYSIDE, 6734 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.

94060276

UNOFFICIAL COPY

Property of Cook County Clerk's Office