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

. DEPT-01 RECORDING \$23.00
. T#0012 TRAN 7890 11/30/95 10:12:00
. #3423 + CG *-95-928303
. COOK COUNTY RECORDER

1 and 754110/103

(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 October 30, 1995, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:

ERNEST MILLSAP
9190 LYONS STREET
HODGKINS, ILLINOIS 60525
Social Security # 330-66-5715
HUSBAND OF JOAN MILLSAP
JOAN MILLSAP
9190 LYONS STREET
HODGKINS, IL 60525
WIFE OF ERNEST MILLSAP

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
6734 Joliet Road
Countryside, Illinois 60525
Tax I.D. # 38-2814458
(as Mortgagee)

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2. BACKGROUND.

- A. LOT 15 IN BLOCK 4 IN KIMBALL AND COBB STONE COMPANY SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS P.I.N. 18-22-113-006-0000
- B. COMMONLY KNOWN AS 8611 KANE, HODGKINS, ILLINOIS 60525
- C. A MORTGAGE DATED MARCH 17, 1995 RECORDED IN THE COUNTY OF COOK ON MARCH 21, 1995 WITH THE DOCUMENT NUMBER 95-188553

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 \$120,000.00. 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 October 30, 1995 and to be fully repaid on demand or before December 20, 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.

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- 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:

Ernest Millsap
ERNEST MILLSAP
Individually

Joan Millsap
JOAN MILLSAP
Individually

APPROVED: October 30, 1995

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation

[Corporate Seal*]

By: Susan L. Jutzi
SUSAN L. JUTZI, ASSISTANT VICE PRESIDENT

Attest

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

STATE OF ILLINOIS

COUNTY OF COOK

On this 10 day of November 1995, The undersigned, a notary public, certify that ERNEST MILLSAP, HUSBAND OF JOAN MILLSAP, 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
MARTHA A CZARNIK-THOMPSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 17, 1999

STATE OF ILLINOIS

COUNTY OF COOK

On this 10 day of November 1995, The undersigned, a notary public, certify that JOAN MILLSAP, WIFE OF ERNEST MILLSAP, 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
MARTHA A CZARNIK-THOMPSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 17, 1999

STATE OF ILLINOIS

COUNTY OF COOK

On this 10 day of November 1995, The undersigned, a notary public, certify that SUSAN L. JUTZI, ASSISTANT 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
MARTHA A CZARNIK-THOMPSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 17, 1999

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

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