

UNOFFICIAL COPY

IL-107-022884-2.88 Copyright 1984, Bankers Systems, Inc. St. Cloud, MN 56301

95001982

This document was prepared by: *4 mail to:*
STATE BANK OF COUNTRYSIDE
6734 Joliet Road
Countryside, Illinois 60525

COOK COUNTY, ILLINOIS
FILED FOR RECORD

95 JAN -3 AM 11:48

95001982

(Space above this line for recording purposes)

MODIFICATION AGREEMENT to an Mortgage held by STATE BANK OF COUNTRYSIDE

278

7516032W / ALL

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is December 12, 1994, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:

STATE BANK OF COUNTRYSIDE A/T/U/T/ DATED 1-10-94 A/K/A TRUST# 94-1387 AND NOT PERSONALLY
a trust
6734 JOLIET ROAD
COUNTRYSIDE, ILLINOIS 60525

BORROWER:

STATE BANK OF COUNTRYSIDE A/T/U/T/ DATED 1-10-94 A/K/A TRUST# 94-1387 AND NOT PERSONALLY
a trust
6734 JOLIET ROAD
COUNTRYSIDE, ILLINOIS 60525
BRENDAN CARROLL
4280 WESLEY TERRACE
SCHILLER PARK, IL 60634
Social Security # 028-50-5350

BANK:

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

95001982

2. BACKGROUND. Borrower executed a promissory note payable to the order of Bank dated May 12, 1994, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 31121953-4, in the principal amount of \$315,000.00, and payable on demand, but if no demand is made, on MAY 15, 1995. As of the date of this Agreement, the principal balance on the Note is \$315,000.00. The total amount currently due on the Note is _____ Borrower and Bank hereby agree to modify the Note on the terms contained in this Agreement.

3. SECURITY. This Agreement is secured by the following type(s) (or items) of property (Collateral):

Real Estate
Land Trust

which includes (but is not limited to) the following described property:

ALL OF THE DEBTORS POWERS, RIGHTS, PRIVILEGES AND BENEFICIAL INTEREST
INCLUDING POWER OF DIRECTION UNDER TRUST AGREEMENT DATED JANUARY 10,
1994 WITH THE STATE BANK OF COUNTRYSIDE AS TRUSTEE AND KNOWN AS TRUST
NO. 94-1387 AND NOT PERSONALLY

The real property portion of the Collateral includes the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

THE EAST 24.50 FEET OF LOT 24 IN BLOCK 4 IN ASHLAND ADDITION TO RAVENS WOOD IN THE SOUTHWEST 1/4 OF

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IL-107-082984-2.66 Copyright 1984, Bankers Systems, Inc. St. Cloud, MN 56301

THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 14-17-314-031

The Property may be commonly referred to as 1434 WEST IRVING PARK ROAD, CHICAGO, IL 60613

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a bailee for the benefit of the Owner or owners, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

4. 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 \$325,000.00. 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 12, 1994 and to be fully repaid on demand or before May 15, 1996. Said Note is secured by the Property pursuant to the terms of the Mortgage.

5. 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.

6. 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.

7. 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.

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

BORROWER:

STATE BANK OF COUNTRYSIDE A/T/U/T/ DATED 1-10-94 A/K/A TRUST# 94-1387 AND NOT PERSONALLY

By:

STATE BANK OF COUNTRYSIDE
As Trustee

Brendan Carroll
BRENDAN CARROLL
Individually

APPROVED: December 12, 1994

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation

By:

THOMAS P. BOYLE, SENIOR VICE PRESIDENT

Attest

NOTE: EXONERATION CLAUSE

(Corporate Seal*)

(*Corporate seal may be affixed, but failure to affix shall not affect validity of reference)

This Note is executed by State Bank of Countryside, not individually, but as Trustee as aforesaid, in the exercise of its power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by each party and witness, the owner or holder of this Note that nothing herein and here shall be construed as curbing any governmental liability of State Bank of Countryside, and that the State of Illinois shall not be liable hereunder for such liability. Liability is hereby expressly waived, and the State hereby, on this date or any date thereafter, grants and secures its promise that the liability against and out of the proceeds of this Note and Mortgage by enforcement of the provisions of said Joint Promissory Note and Note but not a lien shall in no way affect the personal liability of any individual co-maker, co-signer, endorser or guarantor of the Note. Each original and successive owner or holder of this Note accepts the same upon the express condition that no duty shall rest upon the Trustee to sell, transfer the rents, issues and profits arising from the property described in said mortgage or the proceeds arising from the said or other disposition thereof.

95001982

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/03/10 10:00 AM

UNOFFICIAL COPY

IL-107-082894-2.8a Copyright 1984, Bankers Systems, Inc. St. Cloud, MN 56301

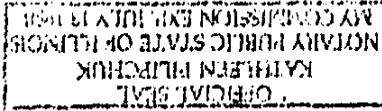
STATE OF ILLINOIS

ss:

COUNTY OF COOK

On this 12 day of December, 1994, I, KATHLEEN PILIPCHUK, a notary public, certify that STATE BANK OF COUNTRYSIDE, as Trustee, for STATE BANK OF COUNTRYSIDE A/T/U/T/ DATED 1-10-94 A/K/A TRUST# 94-1387 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: JULY 13, 1998



Kathleen Pilipchuk
NOTARY PUBLIC

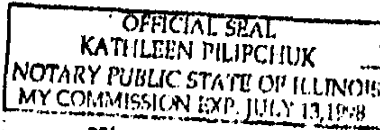
STATE OF ILLINOIS

ss:

COUNTY OF COOK

On this 12 day of December, 1994, I, KATHLEEN PILIPCHUK, a notary public, certify that BRENDAN CARROLL, 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: JULY 13, 1998



Kathleen Pilipchuk
NOTARY PUBLIC

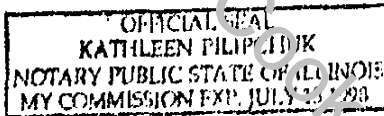
STATE OF ILLINOIS

ss:

COUNTY OF COOK

On this 12 day of December, 1994, I, KATHLEEN PILIPCHUK, 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: JULY 13, 1998



Kathleen Pilipchuk
NOTARY PUBLIC

THIS IS THE LAST PAGE OF A 3 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

County Clerk's Office

95001982

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3200000000

UNOFFICIAL COPY

NOTICE AND CONSENT TO RENEWAL BY GUARANTOR

GUARANTOR:

BRENDAN CARROLL
4260 WESLEY TERRACE
SCHILLER PARK, IL 60634
Social Security # 028-50-5350

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
8734 Joliet Road
Countryside, Illinois 60525
Tax I.D. # 38-2814458

STATE BANK OF COUNTRYSIDE hereby notifies Guarantor, and Guarantor acknowledges, that Borrower has requested a renewal of the Loan and that Bank has agreed to renew the Loan, subject to the terms and conditions contained in a Renewal Note dated December 12, 1994, and executed by STATE BANK OF COUNTRYSIDE A/T/U/T/ DATED 1-10-94 A/K/A TRUST# 94-1387 AND NOT PERSONALLY and BRENDAN CARROLL (Borrower), Guarantor unconditionally consents to such renewal.

Guarantor acknowledges that the terms and conditions of the Guaranty Agreement continue in full force and effect.

Dated: December 12, 1994

GUARANTOR:

Brendan Carroll

BRENDAN CARROLL
Individually

STATE OF ILLINOIS

COUNTY OF COOK

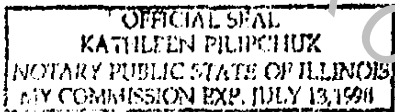
The foregoing instrument was acknowledged before me on December 12, 1994 by BRENDAN CARROLL.

My commission expires:

July 13, 1998

Kathleen Filipchuk

NOTARY PUBLIC



Property of Cook County Clerk's Office

95001982

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000