

This document was prepared by: *email to:*  
STATE BANK OF COUNTRYSIDE  
8734 Joliet Road  
Countryside, Illinois 60525

COOK COUNTY, ILLINOIS  
FILE FOR RECORD

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95001983

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**MODIFICATION AGREEMENT**  
to a Promissory Note(s)  
and to an Mortgage held by  
STATE BANK OF COUNTRYSIDE

*258*

*75 24 118W / ACC*

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is December 15, 1994, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**

STATE BANK OF COUNTRYSIDE A/T/U/T DATED 9-13-90 A/K/A TRUST NO. 90-986 AND NOT PERSONALLY  
a trust  
8734 JOLIET ROAD  
COUNTRYSIDE, ILLINOIS 60525

**BORROWER:**

STATE BANK OF COUNTRYSIDE A/T/U/T DATED 9-13-90 A/K/A TRUST NO. 90-986 AND NOT PERSONALLY  
a trust  
8734 JOLIET ROAD  
COUNTRYSIDE, ILLINOIS 60525  
**RECON BUILDERS, INC.**  
an ILLINOIS corporation  
8010 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. # 38-2814458  
(as Mortgagee)

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2. BACKGROUND. Borrower executed a promissory note payable to the order of Bank dated August 29, 1994, (Note) evidencing a loan (Loan) which Note is further described as follows: Note number 3893212311, in the principal amount of \$160,000.00, and payable on demand, but if no demand is made, on MAY 5, 1995. As of the date of this Agreement, the principal balance on the Note is \_\_\_\_\_. 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 SEPTEMBER 13,  
1990 WITH STATE BANK OF COUNTRYSIDE AS TRUSTEE AND KNOWN AS TRUST NO.  
90-986 AND NOT PERSONALLY.

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

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2011/01/10

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IL-107-092994-2.00 Copyright 1984, Bankers Systems, Inc. St. Cloud, MN 56301

THE EAST 25 FEET OF THE WEST 50 FEET OF LOT 163 IN KOESTER AND ZANDER'S ADDITION TO WEST IRVING PARK, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 13-20-229-020

The Property may be commonly referred to as 5840 WEST ADDISON, CHICAGO, IL 60634

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) (item) of property listed above.

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

**AN INCREASE OF \$15,000.00 CHANGING THE PRINCIPAL AMOUNT TO \$175,000 AND A CHANGE TO THE INTEREST RATE RAISING IT TO 10%**

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/A/T DATED 9-15-94 A/K/A TRUST NO. 90-986 AND NOT PERSONALLY

By: [Signature]  
STATE BANK OF COUNTRYSIDE  
As Trustee

RECON BUILDERS, INC.  
an ILLINOIS corporation

By: [Signature]  
JOHN CONNEELY, PRESIDENT

MAURA CONNEELY, SECRETARY

Attest

(Corporate Seal\*)

95001983

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

APPROVED: December 15, 1994

**BANK:**

STATE BANK OF COUNTRYSIDE  
an ILLINOIS banking corporation

By: [Signature]  
THOMAS P. BOYLE, SENIOR VICE PRESIDENT

Attest

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

**NOTE: EXONERATION CLAUSE**

This Note is executed by State Bank of Countryside, not as a bailee, and as aforesaid, in the exercise of its powers and authority conferred upon and vested in it by its charter, is hereby authorized and agreed by each of its successors, executors or assigns of this bank, and its successors, to be construed as being a party to this Note, and State Bank of Countryside shall be liable on the instrument that may hereinafter be made, and any liability hereby waived, and the liability on this Note or on the mortgage herein provided for shall not be a lien against and shall not be a charge on the assets of the bank. (Corporate Seal\*)

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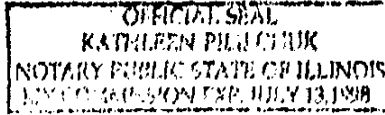
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STATE OF Illinois

COUNTY OF Cook  
On this 19 day of December, 1994, KATHY PILIPCCHUK, a notary public, certify that STATE BANK OF COUNTRYSIDE, as Trustee, for STATE BANK OF COUNTRYSIDE A/T/U/T DATED 9-13-90 A/K/A TRUST NO. 90-986 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: 7-13-98

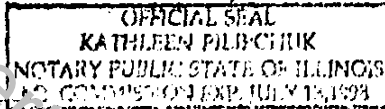


*Kathleen Pilipchuk*  
NOTARY PUBLIC

STATE OF Illinois

COUNTY OF Cook  
On this 19 day of December, 1994, KATHY PILIPCCHUK, a notary public, certify that JOHN CONNEELY, PRESIDENT and MAURA CONNEELY, SECRETARY of RECON BUILDERS, INC., an ILLINOIS corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act, for the uses and purposes set forth.

My commission expires: 7-13-98

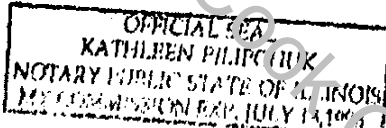


*Kathleen Pilipchuk*  
NOTARY PUBLIC

STATE OF Illinois

COUNTY OF Cook  
On this 19 day of December, 1994, KATHY PILIPCCHUK, 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: 7-13-98



*Kathleen Pilipchuk*  
NOTARY PUBLIC

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

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