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

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COOK COUNTY RECORDER

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MODIFICATION AGREEMENT

to an Mortgage held by STATE BANK OF COUNTRYSIDE

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is November 1, 1996, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER.

STATE BANK OF COUNTRYSIDE AT/LUT 1/17/ 12/13/95 A/K/A TRUST NO. 95-1640 AND NOT PERSONALLY

a trust

6734 JOLIET ROAD

COUNTRYSIDE, ILLINOIS 60525

BORROWER:

STATE BANK OF COUNTRYSIDE A/T/U/T DTD 12/13/W A/T/A TRUST NO. 95-1640 AND NOT PERSONALLY

6734 JOLIET ROAD

COUNTRYSIDE, ILLINOIS 60525

XELLE MORGAN

1658 WEST WABANSIA

CHICAGO, IL 60622

Social Security # 385-20-8726

BANK:

STATE BANK OF COUNTRYSIDE

an ILLINOIS banking corporation

6734 Jollet Road

Countryelde, Illinois 80525

Tex I.D. # 38-2814456

(as Mortgages)

2. BACKGROUND.

A. THE WEST 13.8 FEET OF LOT 95 AND ALL OF LOTS 96, 97 AND 98 IN KEENAN'S SUBDIVISION OF BLOCK 24 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P. I, N. 14-31-422-011-0000.

B. MORTGAGE DATED JANUARY 30, 1996 AND RECORDED FEBRUARY 9, 1996 AS DOCUMENT R98-11257, MADE BY STATE BANK OF COUNTRYSIDE

C. ASSIGNMENT OF RENTS AND LEASES DATED JANUARY 30, 1996 AND RECORDED FEBRUARY 9, 1996 AS DOCUMENT 96-112576 MADE BY STATE BANK OF COUNTRYSIDE

D. MORTGAGE MODIFICATION DATED APRIL 24, 1996 AND RECORDED JULY 18, 1996 AS DOCUMENT NO. 96-548784 MADE BY STATE BANK OF COUNTRYSIDE

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 November 1, 1996 and to be fully repaid on demand or before February 1, 1997. Said Note is secured by the Property pursuant to the terms of the Mortgage.

Modification Agreement (c)1984, Bankers Systems, Inc. St. Cloud, MN IL-107-040595-2.80

MORGAN, XELLE 11/01/98 ** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

PAGE

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- 4. COVENANTS AND WARRANTIES BY MORTGAGOR. Mortgagor affirmatively represents, warrants and covenants:
 - A. that the Mortgage flens described herein and granted to STATE BANK OF COUNTRYSIDE are subordinate to no other lien or interest;
 - S. 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 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 contess 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. This Agreement shall operate as a modification only and shall relate back to the execution and delivery of the original Note. 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, and Borrower hereby ratifies and confirms the security, priority and enforceability of each document securing the Loan.

By:		
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TE BANK OF COUNTRYSIDE an ILLINOIS banking corporation	0,	(Corporate Seal*)
By: ANDREW R. SOUCEK, ASST. VICE PRESIDE	ENT	The second secon
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COUNTY OF COOL	***: O		<i>(</i>)	
On this day of 100, 15 that ANDREW R. SOUCEK, ASST. VICE PI	RESIDENT, OF STATE BU	UNK OF COUNTRYSIDE,	A ILLINOIS banking on	notary public, certify protettion, personally
known to me to be the same person whose acknowledged that (he/she) signed and del	s name is subscribed to	the foregoing instrument,	appeared before me thi	is day in person, and
My commission OFFICIAL SEAC		And I	Willow	
NOTARY PUBLIC STATE OF I	LLINOIS	NOTAR	Y PUBLIC	
MY COMMISSION EXP. APR.	21,1997	·		

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

Proporty of Cook County Clark's Office

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NOTICE AND CONSENT TO MODIFICATION BY GUARANTOR

GUARANTOR:

XELLE MORGAN
1658 WEST WABANSIA
CHICAGO, IL 60622
Social Security # 385-20-8726

BANK:

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation 6734 Josef Road Countryside, Illinois 60525 Tax I.D. # 38-2814456

STATE BANK OF COUNTRYSIDE hereby notifies Guarantor, and Guarantor acknowledges, that Borrower has requested a modification to the terms of the loan and that Bank has agreed to modify the Loan, subject to the terms and conditions contained in a Modification Agreement dated November 1, 1996, and executed by STATE BANK OF COUNTRYSIDE A/T/U/T DTD 12/13/95 A/K/A TRUST NO. 96-1640 AND NO? PERSONALLY and XELLE MORGAN (Borrower). Guarantor unconditionally consents to such modification.

Except to the extent that the Modification Agreement expressly modifies the terms and conditions of the Loan, Guaranter acknowledges that the terms and conditions of the Note and Guaranty Agreement continue in full force and effect.

Dated:					
GUARANTOR:					
Mille	morgo				
XELLE MORGA Individually	M OC				
STATE OF	30:				
On this day of	100 166 L	The sure	demaned	a notary pub	lic. certify
that XELLE MORGAN,	personally known to me to	be the same persor vit	nose name is subscribed	to the foregoing instrument, ont as (his/her) free and volu	ppeared
for the uses and purpos My commission expires:	es set forth.	with (Visitoria) digital		11	may and
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