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

96052786

DEPT-01 RECORDING \$23.00
T80012 TRAN 8777 D1/19/96 13:04:00
#8316 # CG #-96-052786
COOK COUNTY RECORDER

(Space above this line for recording purposes)

MODIFICATION AGREEMENT to a Mortgage held by STATE BANK OF COUNTRYSIDE

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SAS

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is January 5, 1996, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:
DENNIS J. SHEA
6547 N. ONARGA
CHICAGO, ILLINOIS 60631
Social Security # 324-48-4082
A MARRIED PERSON

BANK:
STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
6734 Joliet Road
Countryside, Illinois 60525
Tax I.D. # 36-2814458
(as Mortgagee)

93 ✓

2. BACKGROUND.

- A. A MORTGAGE DATED JANUARY 27, 1995 IN THE AMOUNT OF \$240,000.00 WITH THE STATE BANK OF COUNTRYSIDE RECORDED ON JANUARY 31, 1995 AS DOCUMENT NO. 95070236 AND ASSIGNMENT OF RENTS AND LEASES RECORDED ON JANUARY 31, 1995 AS DOCUMENT NO. 95070236.
- B. LEGAL DESCRIPTION AS FOLLOWS: THE SOUTH 6 FEET OF LOT 27 AND THE NORTH 19 FEET OF LOT 28 (EXCEPT FROM SAID LOTS THAT PART THEREOF LYING EAST OF A LINE 60 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 31 CONVEYED TO THE CITY OF CHICAGO, BY DEED DATED NOVEMBER 7, 1930 AND RECORDED NOVEMBER 21, 1930 AS DOCUMENT NUMBER 10796498) IN J. G. KEENAN'S SUBDIVISION OF BLOCK 24 IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 14-31-423-024 COMMONLY KNOWN AS: 1714 N. ASHLAND, CHICAGO, ILLINOIS 60622

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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 \$275,000.00. 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 January 5, 1996 and to be fully repaid on demand or before July 27, 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 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.

BOX 333-CTI

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

BORROWER:

Dennis O'Shea
 DENNIS O'SHEA
 Individual

APPROVED: January 3, 1988

BANK:

STATE BANK OF COUNTRYSIDE
 an ILLINOIS banking corporation

[Corporate Seal*]

By: Thomas P. Boyle
 THOMAS P. BOYLE, SENIOR VICE PRESIDENT

Attest

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

STATE OF IL

COUNTY OF Cook

On this 5 day of Jan., 1988, The undersigned, a notary public, certify that DENNIS O'SHEA, A MARRIED PERSON, 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
 LINDA J. DILLON
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP. APR. 21, 1997

Linda J. Dillon
 NOTARY PUBLIC

STATE OF IL

COUNTY OF Cook

On this 5 day of Jan., 1988, 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
 LINDA J. DILLON
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP. APR. 21, 1997

Linda J. Dillon
 NOTARY PUBLIC

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

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