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

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COOK COUNTY RECORDER

(Space above this line for recording purposes)

MODIFICATION AGREEMENT

to an Mortgage held by STATE BANK OF COUNTRYSIDE

1. DATE AND PARTIES. The date of this Modification (greement (Agreement) is January 29, 1998, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWE I:

AMERICAN NATIONAL BANK A/T/U/T A LATED 09-01-1995 A/K/A TRUST 119893-02 AND NOT PERSONALLY a trust

BOBBOWER:

Clarks (AMERICAN NATIONAL BANK A/T/U/T/A DATE: 09-01-1995 A/K/A TRUST 119899-02 AND NOT PERSONALLY

THOMAS MCCAULEY 644 WEST WAIGHTWOOD CHICAGO, IL 60614 Social Security # 380-32-4084 MARY MCCAULEY 844 WEST WRIGHTWOOD

CHICAGO, IL 60614 Social Security # 351-34-6551

BANK:

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation 6734 Joliet Road Countryside, illinois 60525 Tax I.D. # 36-2814456 (as Mortgagee)

- BACKGROUND. A MORTGAGE DATED OCTOBER 13, 1995 IN THE AMOUNT OF \$1,680,412,00 AND RECORDED ON OCTOBER 31. 1995 AS DOCUMENT NUMBER 95-742482 IN THE OFFICE OF THE COOK COUNTY RECORDER.
- 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 \$1,750,412.00. 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 29, 1396 and to be fully repaid on demand or before October 15, 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
 - 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.

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.** Modification Agreement (c)1984, Bankers Systems, Inc. St. Cloud, MN IL-107-040595-2.80 MCCAULEY (NEW CITY) 01/29/96

Property or Coot County Clerk's Office

- 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, walve 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, logether 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 socurity,

RECEIPT OF COPY. Borrowa	r acknowledges receiving a copy of	http://greement.	
BORROWER:	Company of City		
AMERICAN NATION	AL BANKATAUTA DATED 09-01-	-1995 ANIA TRUST 119899-02 AND NOT PER	SONALLY
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THOMAS M.C. JLE	Y	Trustee, it is expressly understand	o uno agreco mai ar mo
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MARY MCCAULEY		and not not specific N'A PACCORE I 102	THEN IN COMMERCED REDUCES
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APPROVED: January 29, 199	6	indemnity, representation, covena ment of the Trustee in this instrum	Ut' filificitizini o usigas.
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By:		<u>O,</u>	
THOMAS	P. BOYLE, SENIOR VICE PRESIDE	WI CAN	96
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A/K/A TRUST 119099-02 AND) NOT PERSONALLY, personally ki	ustee, for AMERICAN NATIONAL BANY AVIOUS nown to me to be the seme person whose no	me is subscribed to the
foregoing instrument, appeare	d before me this day in person, ar , for the uses and purposes set forth	nd acknowledged that (he/she) signed and de	rared the Instrument as
My commission expires:	Garage Contract of the Contrac	Sandalla - To did a lib	CITE TO LANGE AND
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STATE OF JULIE	88:	NO NAMY PUBLIC	RONDOLYN R. HAWKINS Notary Public, State of illinois Commission Expires 12/20/9
COUNTY OF COUNTY	MILLIAND OF MARY MCCAULEY.	MIA () VAS	RONDOLYN R. HAWKINS Notary Public, State of Illinois Commission Expires 12/20/9 A hotery-public-centry
COUNTY OF CAY OF THE THOMAS MCCAULEY, I subscribed to the foregoing in the instrument as (his/her) free	MILLIAND OF MARY MCCAULEY.	MIA J. VAS personally known to me to be the same is day in person, and acknowledged that (he/sh	RONDOLYN R. HAWKINS Notary Public, State of Illinois Commission Expires 12/20/9 A hotery-public-centry
COUNTY OF day of that THOMAS MCCAULEY, He subscribed to the foregoing in the instrument as (his/her) free My commission expires:	N. I. H. 1940. 1. Edite. Edit. Edite. Edite. Edite. Edite. Edite. Edite. Edite. Edite. Edite.	parsonally known to me to be the same in day in person, and acknowledged that (he/sh purposes set forth.	RONDOLYN R. HAWKINS Notary Public, State of Illinois Commission Expires 12/20/9 A hotery-public-centry
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COUNTY OF day of the instrument as (his/her) free My commission expires:	NI LIANU 19 40, 1, Edit & C. Edit &	parsonally known to me to be the same in day in person, and acknowledged that (he/sh purposes set forth.	RONDOLYN R. HAWKINS Notary Public, State of Illinois Commission Expires 12/20/9 A hotery-public-centry

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.** Modification Agraement (c)1984, Bankers Systems, Inc. St. Cloud, MN IL-107-040595-2.60 MCCAULEY (NEW CITY) 01/29/98

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COUNTY OF COUNTY OF CAY OF A MANY MCCAULEY, WIFE OF THOMAS ME the loregoing instrument, appeared before me	CCAULEY, personally known to me to this day in person, and acknowledge	o be the same person whose	, a notary public, certil e name is subecribed to delivered the instrumen
ms (his/her) free and voluntary act, for the uses of My commission expires: OFFICIAL SE	AL A DALLA	dua Odina	M
STATE OF MANAGEMENT OF THE STATE OF STA	OF ILLINOIS	NOTARY PUBLIC	//
COUNTY OF COLUMN SSIEN EXP	FEB. 3,2000	1/ -	
On this day of Tombusty 19 that THOMAS P. BOYLE, SENIOR VICE PRESI	DENT, OF STATE BANK OF COUNTR	VIVAS YSIDE, an ILLINOIS banking	a notary public, certify corporation, personally
known to me to us the same person whose nar acknowledge a time. (he/site) tigned and delivere	ne is subscribed to the foregoing inst	rument, appeared before me	this day in person, and
My commission evalues:	To keep the	un Olling	
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NOTICE AND CONSENT TO MODIFICATION BY GUARANTOR

GUARANTOR:

THOMAS MCCAULEY
418 WEST SURF
CHICAGO, IL 60357
Social Security # 380-32-4084
MARY MCCAULEY
418 WEST SURF
CHICAGO, IL 60657
Social Society # 351-34-8551

BANK:

STATE RANK OF COUNTRYSIDE an ILLINOIS banking corporation 6734 Joliet Road Cuntryside, Illinois 80525
Tay I.D. 6 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 January 29, 1995, and executed by AMERICAN NATIONAL BANK A/T/U/T/A DATED 09-01-1995 A/IVA TRUST 119999-02 AND NOT PEFSO VALLY, THOMAS MCCAULEY and MARY MCCAULEY (Borrower). Guaranter 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 Notice and Guaranty Agreement continue in full force and effect.

Dated:
GUARANTOR:
Thrown McCarll
THOMAS MCCAULEY
Individually () ()
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BLARY MCCAULEY
individually
STATE OF A Ulricis
10. sk:
On this day of the rest and 1961 . Country of the contract of
on this day of the result of the result of the same person whose name that THOMAS MCCAULEY, HUSBAND OF MARY MCCAULEY, personally known to be the same person whose name
subscribed to the foregoing instrument, appeared before me this day in person, and acknowled god that (fre/she) signed and delivere
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NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP, FEB. 3,2000 NOTARY PUBLIC
STATE OF Illinger
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COUNTY OF CLOCK A COLOR OF COUNTY OF
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that MARY MCCAULEY, WIFE OF MARY MCCAULEY, 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) algned and delivered the instrument a
(his/her) tree and voluntary act, for the uses and purposes self-outh.
My commission expires:
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NOTARY PUBLIC
OFFICIAL SEAL EDDIE-EDNA O VIVAS
NOTARY PUBLIC STATE OF ILLINOIS
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MY COMMISSION EXP. FEB. 3,2000

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EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated January 29, 1996, by and between the following parties:

MORTGAGOR OF PROPERTY/BORROWER:

AMERICAN NATIONAL BANK A/T/U/T/A DATED 09-01-1995 A/K/A TRUST 119899-02 AND NOT PERSONALLY

SORROWER:

AMERICAN NATIONAL BANK A/T/U/T/A DATED 09-01-1985 A/K/A TRUST 119899-02 AND NOT PERSONALLY
a trust
THOMAS MCCAULEY

3-14 WEST WRIGHTWOOD
CI-ICAGO, IL 80614
S/CBJ Security # 380-32-4084
MARY IN CCAULEY
644 W/SJT WRIGHTWOOD
CHICAGO, IL 60814

BANK:

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corp tration 6734 Joliet Road Countryside, Illinois 60525 Tax I.D. # 36-2814456 (as Mortgagee)

Social Security # 351-34-6551

The properties hereinafter described are those properties referred to in this Agreement as being described in Exhibit "A":

PARCEL 1: THAT PART OF LOT 3 IN THE SUBDIVISION OF LOT 8 IN THE COUNTY CLERK'S DIVISION OF OUTLOT "D" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1.4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO MIT'S COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3. RUNNING THENCE SOUTHWEST ALONG THE NORTH LINE OF "VRIGHTWOOD AVENUE AND THE SOUTHERLY LINE OF SAID LOT 3, 34.3 FEET TO A POINT; THENCE RUNNING NORTHWEST 20' FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 3, WHICH POINT IS 31.6 FEET SOUTHWEST FROM THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTHEAST ALONG THE NORTHERLY LINE OF SAID LOT 3, 31.6 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE RUNNING SOUTHEAST ALONG THE EASTERLY LINE OF SAID LOT 3 TO THE PLACE OF BEGINNING. PARCEL 2: THAT PART OF LOT 2. LYING WESTERLY OF A LINE DRAWN FROM A POINT IN THE SOUTHERLY MINE OF SAID LOT 2, 42 FEET WESTERLY FROM THE SOUTHEASTERLY CORNER OF SAID LOT TO A POINT IN THE NORTHEFLY LIME OF SAID LOT 2, 38.153 FEET WESTERLY FROM THE NORTHEASTLY CORNER THEREOF IN THE SUBDIVISION OF LOT 8 IN THE COUNTY CLERK'S DIVISION OF OUTLOT "D" IN WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PRACEL 3: THAT PART OF LOT 2 IN THE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SUBDIVISION OF LOT 8 IN COUNTY CLERK'S DIVISION OF OUTLOT "D" IN WRIGHTWOOD DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTHERLY ALONG THE EAST SIDE OF SAID LOT 2, 200 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2, TO A POINT WHICH IS 38,163 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID LOT 2, WHICH IS 42 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2; THE CE EAST TO A PLACE OF BEGINNING, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANG 2 3 4, EAST OF THE THIRD PARCEL 4: THE WEST 1/2 OF LOT 1 IN THE SUSDIVISION OF LOT 8 IN PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. OUTLOT "D" IN WRIGHTWOOD, BEING A SUVDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 5: 11 EASTERLY 1/2 OF LOT 1 IN SUBDIVISION OF LOT 8 IN THE COUNTY CLERK'S DIVISION OF OUTLOT "D" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN 14-28-305-029; 14-28-305-030; 14-28-305-031; 14-28-306-032 AND 14-28-306-033. COOK COUNTY, ILLINOIS. P.I.N.'S: COMMORILY KNOWN AS: 624 - 632 WEST WRIGHTWOOD, CHICAGO, ILLINOIS

Property of Coot County Clert's Office