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

96123735

DEPT-01 RECORDING \$29.00  
T#0012 TRAN 9153 02/15/96 10:02:00  
#9720 # CG #-96-123735  
COOK COUNTY RECORDER

10/29/95 call  
75-76-389 DB

(Space above this line for recording purposes)

## MODIFICATION AGREEMENT to an Mortgage held by STATE BANK OF COUNTRYSIDE

29. 12

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is January 29, 1996, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER 1:**  
AMERICAN NATIONAL BANK A/T/U/T A DATED 09-01-1995 A/K/A TRUST 119899-02 AND NOT PERSONALLY  
a trust

**BORROWER:**  
AMERICAN NATIONAL BANK A/T/U/T A DATED 09-01-1995 A/K/A TRUST 119899-02 AND NOT PERSONALLY  
a trust  
**THOMAS MCCAULEY**  
644 WEST WRIGHTWOOD  
CHICAGO, IL 60614  
Social Security # 380-32-4084  
**MARY MCCAULEY**  
644 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)

2. 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, 1996 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 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.

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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:**

AMERICAN NATIONAL BANK & TRUST A DATED 09-01-1995 A/K/A TRUST 118889-02 AND NOT PERSONALLY

AMERICAN NATIONAL BANK AND TRUST COMPANY  
As Trustee

THOMAS M. McCAULEY  
Individually

MARY MCCAULEY  
Individually

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

APPROVED: January 29, 1996

**BANK:**

STATE BANK OF COUNTRYSIDE  
an ILLINOIS banking corporation

[Corporate Seal\*]

By: THOMAS P. BOYLE, SENIOR VICE PRESIDENT

Attest

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

STATE OF ILLINOIS

COUNTY OF COOK as: RONDOLYN R. HAWKINS

On this day of FEB 07 1996, I, a notary public, certify that AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee, for AMERICAN NATIONAL BANK A/DUT/A DATED 09-01-1995 A/K/A TRUST 118889-02 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:

Rondolyn R. Hawkins  
NOTARY PUBLIC

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STATE OF Illinois as:

COUNTY OF Cook as: Eddie Edna O. Vivas

On this day of FEBRUARY 1996, I, a notary public, certify that THOMAS MCCAULEY, HUSBAND 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) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.  
My commission expires:

Eddie Edna O. Vivas  
NOTARY PUBLIC

"OFFICIAL SEAL"  
RONDOLYN R. HAWKINS  
Notary Public, State of Illinois  
My Commission Expires 12/30/99

OFFICIAL SEAL  
EDDIE-EDNA O VIVAS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. FEB. 3, 2000

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STATE OF Illinois

COUNTY OF Cook

On this 9 day of February 1996, Eddie-Edna O. Vivas, a notary public, certify that MARY MCCAULEY, WIFE OF THOMAS 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) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: OFFICIAL SEAL  
EDDIE-EDNA O VIVAS  
NOTARY PUBLIC STATE OF ILLINOIS  
COMMISSION EXP. FEB. 3, 2000

Eddie-Edna O. Vivas  
NOTARY PUBLIC

STATE OF Illinois

COUNTY OF Cook

On this 9 day of February 1996, Eddie-Edna O. Vivas, 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  
EDDIE-EDNA O VIVAS  
NOTARY PUBLIC STATE OF ILLINOIS  
COMMISSION EXP. FEB. 3, 2000

Eddie-Edna O. Vivas  
NOTARY PUBLIC

OFFICIAL SEAL  
EDDIE-EDNA O VIVAS  
NOTARY PUBLIC STATE OF ILLINOIS  
COMMISSION EXP. FEB. 3, 2000

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

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## NOTICE AND CONSENT TO MODIFICATION BY GUARANTOR

**GUARANTOR:**

THOMAS MCCAULEY  
418 WEST SURF  
CHICAGO, IL 60657  
Social Security # 320-32-4084  
MARY MCCAULEY  
418 WEST SURF  
CHICAGO, IL 60657  
Social Security # 351-34-8551

**BANK:**

STATE BANK OF COUNTRYSIDE  
an ILLINOIS banking corporation  
6734 Joliet Road  
Countryside, Illinois 60525  
S.I.D. # 36-2814456

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, 1986, and executed by AMERICAN NATIONAL BANK A/T/U/T/A DATED 09-01-1985 A/K/A TRUST 178889-02 AND NOT PERSONALLY, THOMAS MCCAULEY and MARY MCCAULEY (Borrower). Guarantor unconditionally consents to such modification.

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

Dated: \_\_\_\_\_

**GUARANTOR:**

Thomas Mccauley  
THOMAS MCCAULEY  
Individually  
Mary Mccauley  
MARY MCCAULEY  
Individually

STATE OF Illinois

COUNTY OF Cook ss:

On this 1 day of February 1996, I, Eddie-Edna O Vivas, a notary public, certify that THOMAS MCCAULEY, HUSBAND 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) signed and delivered the instrument as (his/her) free and voluntary act for the uses and purposes set forth.

My commission expires: EDNA O VIVAS  
NOTARY-PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. FEB. 3, 2000

Eddie-Edna O Vivas  
NOTARY PUBLIC

STATE OF Illinois

COUNTY OF Cook ss:

On this 1 day of February 1996, I, Eddie-Edna O Vivas, a notary public, certify that MARY MCCAULEY, WIFE OF THOMAS 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) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: EDNA O VIVAS  
NOTARY-PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. FEB. 3, 2000

Eddie-Edna O Vivas  
NOTARY PUBLIC

OFFICIAL SEAL  
EDDIE-EDNA O VIVAS  
NOTARY PUBLIC STATE OF ILLINOIS  
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, 1986, by and between the following parties:

**MORTGAGOR OF PROPERTY/BORROWER:**

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

**BORROWER:**

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  
644 WEST WRIGHTWOOD  
CHICAGO, IL 60614  
Social Security # 390-32-4084

MARY MCCAULEY  
644 WEST WRIGHTWOOD  
CHICAGO, IL 60614  
Social Security # 351-34-0551

**BANK:**

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

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 PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3, RUNNING THENCE SOUTHWEST ALONG THE NORTH LINE OF WRIGHTWOOD AVENUE AND THE SOUTHERLY LINE OF SAID LOT 3, 34.3 FEET TO A POINT; THENCE RUNNING NORTHWEST 200 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 3, WHICH POINT IS 31.8 FEET SOUTHWEST FROM THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTHEAST ALONG THE NORTHERLY LINE OF SAID LOT 3, 31.8 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 LINE OF SAID LOT 2, 42 FEET WESTERLY FROM THE SOUTHEASTERLY CORNER OF SAID LOT 2 TO A POINT IN THE NORTHERLY LINE 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. PARCEL 3: THAT PART OF LOT 2 IN THE 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 38.153 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; THENCE EAST TO A PLACE OF BEGINNING, 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. PARCEL 4: THE WEST 1/2 OF LOT 1 IN THE SUBDIVISION OF LOT 8 IN OUTLOT "D" IN WRIGHTWOOD, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 5: THE 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 COOK COUNTY, ILLINOIS. P.I.N.'S: 14-28-305-029; 14-28-305-030; 14-28-305-031; 14-28-305-032 AND 14-28-305-033. COMMONLY KNOWN AS: 624 - 632 WEST WRIGHTWOOD, CHICAGO, ILLINOIS

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