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This document was prepared by:  
STATE BANK OF COUNTRYSIDE  
8734 Joliet Road  
Countryville, Illinois 60525

97386722

DEPT-01 RECORDING \$29.50  
T40011 TRAM 7388 06/02/97 09:40:00  
#5873 # KF #-97-386722  
COOK COUNTY RECORDER

(Space above this line for recording purposes)

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

97386722

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is April 8, 1997, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**

DENNIS O'SHEA  
8527 NORTH ONARGA  
CHICAGO, IL 60631  
Social Security # 324-48-4082

MICHAEL O'SHEA  
4433 NORTH OSAGE  
NORRIDGE, IL 60656  
Social Security # 326-52-7430

MAUREEN DETTY  
3434 NORTH OVERHILL  
CHICAGO, IL 60634  
Social Security # 326-52-7434

496579 39 SL

**BANK:**

STATE BANK OF COUNTRYSIDE  
an ILLINOIS banking corporation  
8734 Joliet Road  
Countryville, Illinois 60525  
Tax I.D. # 38-2814456  
(as Mortgagee)

2. BACKGROUND.

1825 North Parkina, Chicago, IL

- A. LOT 31 IN BLOCK 23 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- B. MORTGAGE WITH STATE BANK OF COUNTRYSIDE DATED SEPTEMBER 24, 1996 RECORDED 10-3-96 AS DOCUMENT NO. 96-75483B

19-31-414-019

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 \$295,000.00. 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 April 8, 1997 and to be fully repaid on demand or before September 25, 1997. 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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- 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.
- 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  
Individually

*Michael J. O'Shea*

MICHAEL O'SHEA  
Individually

*Maureen Ditty*

MAUREEN DETTY  
Individually

APPROVED: April 6, 1997

BANK:

STATE BANK OF COUNTRYSIDE  
an ILLINOIS banking corporation

*Thomas P. Boyle*  
By: THOMAS P. BOYLE, PRESIDENT

[Corporate Seal\*]

Attest

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

STATE OF

IL

COUNTY OF

Cook

On this 20 day of May, 1997, the undersigned, a notary public, certify that DENNIS O'SHEA, 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:

MELISSA A TRAYLOR  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES OCT 16, 2000

*Melissa A. Traylor*  
NOTARY PUBLIC

STATE OF

IL

COUNTY OF

Cook

On this 20 day of May, 1997, the undersigned, a notary public, certify that MICHAEL O'SHEA, 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  
MELISSA A TRAYLOR  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES OCT 16, 2000

*Melissa A. Traylor*  
NOTARY PUBLIC

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STATE OF IL

COUNTY OF Cook

On this 20 day of May, 1997, the undersigned, a notary public, certify that MAUREEN DETTY, 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.

OFFICIAL SEAL  
MELISSA A TRAYLOR  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES OCT 16 2000

*Melissa A. Traylor*  
NOTARY PUBLIC

STATE OF IL

COUNTY OF Cook

On this 20 day of May, 1997, the undersigned, a notary public, certify that THOMAS P. BOYLE, 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.

OFFICIAL SEAL  
MELISSA A TRAYLOR  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES OCT 16 2000

*Melissa A. Traylor*  
NOTARY PUBLIC

THIS IS ONE OF TWO PAGES OF A TWO PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW

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## NOTICE AND CONSENT TO MODIFICATION BY GUARANTOR

**GUARANTOR:**

DENNIS O'SHEA  
8527 NORTH ONARGA  
CHICAGO, IL 60631  
Social Security # 324-46-4082

MICHAEL J. O'SHEA  
4433 NORTH OSAGE  
NORRIDGE, IL 60656  
Social Security # 320-52-7450

MAUREEN DETTY  
3434 NORTH OVERHILL  
CHICAGO, IL 60634  
Social Security # 328-52-7434

**BANK:**

STATE BANK OF COUNTRYSIDE  
an ILLINOIS banking corporation  
6774 J. Paul Road  
Country Club Hills, Illinois 60525  
Tax I.D. # 35-2814456

STATE BANK OF COUNTRYSIDE hereby notifies Guarantor, and Guarantor acknowledges, that Borrower has requested a modification to the terms of the Loan and that Borrower has agreed to modify the Loan, subject to the terms and conditions contained in a Modification Agreement dated April 8, 1997, and executed by DENNIS O'SHEA, MICHAEL O'SHEA and MAUREEN DETTY (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:**

*Dennis O'Shea*  
DENNIS O'SHEA  
Individually  
*Michael J. O'Shea*  
MICHAEL J. O'SHEA  
Individually  
*Maureen Detty*  
MAUREEN DETTY  
Individually

STATE OF IL

COUNTY OF Cook

On this 20 day of May, 1997, the undersigned, a notary public, certify that DENNIS O'SHEA, 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: \_\_\_\_\_

MELISSA A TRAYLOR  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES OCT. 16, 2000

*Melissa A. Traylor*  
NOTARY PUBLIC

STATE OF IL

COUNTY OF Cook

On this 20 day of May, 1997, the undersigned, a notary public, certify that MICHAEL J. O'SHEA, 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  
MELISSA A TRAYLOR  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES OCT. 16, 2000

*Melissa A. Traylor*  
NOTARY PUBLIC

*DD MJO*

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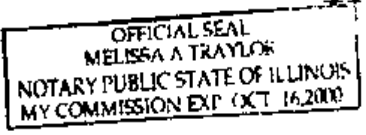
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COUNTY OF Cook

On this 20 day of May, 1997, I, the undersigned, a notary public, certify that MAUREEN DETTY, 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:

Melissa A. Traylor  
NOTARY PUBLIC



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[Signature]  
Initials

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