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

(Space above this line for recording purposes)

MODIFICATION AGREEMENT

to a Mortgage held by STATE BANK OF COUNTRYSIDE

1. CATE AND PARTIES. The date of this Modification (givenment) (Agreement) is July 24, 1999, and the parties are the following

MORTGAGOR OF PROPERTY BORROWER:

KFITH KAZUK

928 WEST ROSCOE STREET CHICAGO ILLINOIS 60657 Social Security # 337-58-5872

HUSBAND OF KATHERINE L SAMUELSON-KAZ JK.

TENANTS IN COMMON

KATHERINE SAMUELSON-KAZUK F.K.A KATHERINE L. SAMUELSON 25 Clort's

928 WEST ROSCOE STREET CHICAGO IL 60657-2309 Social Security # 500-58-4532 WIFE OF KEITH KAZUK **TENANTS IN COMMON**

BANK:

STATE BANK OF COUNTRYSIDE

an ILLINOIS banking corporation 6734 Johet Road Countryside Illinois 60525 Tax 1 D # 36-2814456 ias Mortgagee

2 BACKGROUND

- A A MORTGAGE DATED MARCH 31 1997 AND RECORDED APRIL 8 1997 AS DOCUMENT 37242275 MACE BY KEITH KAZUK AND KATHERINE SAMUELSON - KAZUK FORMERLY KNOWN AS KATHERINE L SAMUELSON HIS WIFE TO STATE PANK OF COUNTRYSIDE TO SECURE A NOTE FOR \$555 000 00 RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER
- B AN ASSIGNMENT OF RENTS AND LEASES DATED MARCH 31 1997 AND RECORDED APRIL 8, 1997 AS DOCUMENT 37242276 MADE BY KEITH KAZUK AND KATHERINE L SAMUELSON - KAZUK, FORMERLY KNOWN AS KATHERINE L SAMUELSON, HIS WIFE TO STATE BANK OF COUNTRYSIDE TO SECURE A NOTE FOR \$555 000 00 RECORDED 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 \$780,000.00. 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 noie (Note) dated July 24, 1998 and to be fully repaid on demand or before January 31, 1999. 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

W. gricer in Agreement 4AZ . 4 4 1m 4A1E 37 24 34 1984 Bankers Systems Inc. St. Digud MN IL 197 (\$1997-2-0.) 2 HIREAD ANY PAGE WHI CHARDLLOWS FIR ANY REMAINING REJUIT CING H





- B that Mortgagor has good and marketable title to all of the Property and
- C Inat the Property is subject to no outstanding liens or other encumbrances
- 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 commue in full force and effect, and Borrower hereby ratifies and confirms the security priority and enforceability of each document securing the Loan
- COLLATERAL PROTECTION INSURANCE NOTICE. Unless Borrower provides Bank with evidence of the insurance coverage required by Borrower's agreement with Bank. Bank may purchase insurance at Borrower's expense to protect Bank's interests in Borrower's Collateral. This insurance may but need not protect Borrower's interests. The coverage that Bank purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchised by Bank but only after providing Bank with evidence that Borrower has obtained insurance as required by Bottower's agreement with Bank of Bank purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance including in are t and any other charges Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of the insurance Borrower may be able to ubitan on Borrower's own

& RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement RORROWER: ΚΕΙΤΉ ΚΑΖΏΚ Individually RATHLET & L SAMUELSON KATHERINE -Ounty Clark's Offic individually APPROVED: July 24, 1998 BANK: STATE BANK OF COUNTRYSIDE SUSAN L. JUTZI. VICE PRESIDENT

a notary public, certify

inal KEITH KAZUK, HU KATHERINE L. SAMUELSON-KAZUK, 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 and purposes ser lorin the instrument as (his her) tree and voluntary act, for the miss

My commission expires

WHAPY PUBLIC Mr Clader of the east 1650

UNOFFICIAL COPSINION

STATE OF ILLINOIS
COUNTY OF A COOK 1998 He was also a notary public, certs
that KATHERINE SAMUELSON-RAZUK F/K A KATHERINE L. SAMUELSON WIFE OF KEITH KAZUK, personally known to me to be th
same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged the the site) signed and delivered the instrument as (his her) tree and voluntary act, for the uses and pulposes set forth
My commission expires
martial Solint- Mongram
STATE OF TELLIAO TO THE TOTAL
COUNTY DELLA COLLA
On the day of the president of STATE BANK OF COUNTRYSIDE and NNOIS banking corporation, personally known to
me to be the same person whose name is subscribed to the Integrand instrument throughout the day in page and
acknowledged that (he she) signed and delivered the instrument as (his her) free and voluntary act, for the uses and purposes set forth
MAY CONTRIBUSION BY C. 951
MARTINE WITTER COMPONE
THIS IS THE LOST PAGE OF A 3 PAGE DOCUMENT EXHIBITS AND OR ADDENDA MAY FOLLOW
0/_
1
\mathcal{O}_{L}
$^{2}O_{x}$
T'
`\C_{}
Soft County Clark's Office

OFFICIAL

98687274

EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated July 24, 1998, by and

MORTGAGOR OF PROPERTY/BORROWER:

KEITH KAZUK

928 WEST ROSCOE STREET CHICAGO, ILLINOIS 60657 Social Security # 337-58-5872 KATHERINE SAMUELSON-KAZUK F K:A KATHERINE L. SAMUELSON

328 WEST ROSCOE STREET CHICAGO IL 60657-2309

Social Security # 500-58-4532

BANK: STATE BANK OF COUNTRYSIDE an CLINOIS banking corporation 6724 Johnt Road Country of Illinois 60525 Tax!D 36 2814456 (as ¹ on **33gee**)

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

PARCEL 1: THE EAST 22.0 FEF.T AS MEASURED ON THE NORTH AND SOUTH LINES OF LOTS 130 AND 131 TAKEN AS A PARCEL 1: THE EAST 22.0 FCF.1 AT MEASURED ON THE NORTH MIND SOUTH LINES OF LOTS 150 AND THE SOUTH 49 FEET OF LOT 2
PARTITION OF THE NORTH 3:4 OF THE "AST 1:2 OF THE SOUTH EAST 1:4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN IP COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS APPURTENANT TO AND
FOR THE BENEFIT OF PARCEL 1 AS SET FURTH IN DECLARATION OF EASEMENTS MADE BY BANK OF RAVENSWOOD AS FUN THE BENEFIT OF PARCEL 1 AS SET JOH HIM DECLARATION OF EASEMENTS MADE BY BANK OF RAVENSWOOD AS TRUSTED UNDER TRUST AGREEMENT DATED J. NUA 1Y 31, 1977 KNOWN AS TRUST NUMBER 2479 DATED JUNE 9, 1977 AND RECORDED JUNE 13, 1977 AS DOCUMENT NUI BER 2986301 AND CREATED BY DEED FROM BANK OF RAVENSWOOD AS TRUSTE UNDER TRUST AGREEMENT DATED JUNE 13, 1977 KNOWN AS TRUST NUMBER 2479 TO WINFIELD H. JACKSON AND HEIDI D. JACKSON DATED JUNE 15, 1977 AND RECORDED OCTOBER 20, 1977 AS DOCUMENT NUMBER 241157624 FOR INGRESS AND EGRESS OVER, UPON, ANJ ALROSS THAT PART OF LOTS 130 AND 131 TAKEN AS A TRACT IN FEINBERG'S SHERIDAN DRIVE ADDITION A SUBDIVISION OF 1 OT 3 AND THE SOUTH 49 FEET OF LOT 2 IN PARTITION OF THE NORTH 3.4 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SCULIUM 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERICAN DESCRIPED AS SOULDED THE COLOR DESCRIPED AS COLUMENT AND THE PRINCIPAL MERICAN DESCRIPED AS COLUMENT AND THE PROPERTY. PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT AND THE WEST LINE OF THE EAST 25 FEET (AS MEASURED ON THE N JRTH AND SOUTH LINES THEREOF); THENCE NORTH ALONG THE WEST LINE OF THE EAST 25 FEET AFORESAID TO ITS INTERSECTION WITH A LINE 80.19 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF TRACT AFORESAID; THENCE YEST ALONG SAID PARALLEL LINE 25 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID TRACT TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF SAID TRACT TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 32.15 FEET (AS MEAUVILE) ALONG THE EAST LINE) OF SAID TRACT: INTERSECTION WITH THE SOUTH LINE OF THE NORTH 32.15 FEET (AS MEAUVICE) ALONG THE EAST LINE) OF SAID TRACT: THENCE EAST ALONG SAID SOUTH LINE TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 22.0 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF); THENCE SOUTH ALONG THE WEST LINE OF THE EAST 22.0 FEET AFORESAID 92.85 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE WEST ALONG SAID SOUTH LINE 3.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS; ALSO EASEMENTS FOR INGLESS AND EGRESS AT GRADE LEVEL FOR THE BENEFIT OF PARCEL I ON THAT PART OF LOTS 130 AND 131 TAKEN AS A TRACT IN FINBERG'S SHERIDAN DRIVE ADDITION AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT AND THE WEST LINE OF THE EAST 25.0 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF); THENCE THACT AND THE WEST LINE OF THE EAST 25.0 FEET (AS MEASURED ON THE NORTH AND 50% OF LINES THEREOF); THENCE NORTH ALONG THE WEST LINE OF THE EAST 25 FEET AFORESAID TO ITS INTERSECTION WILL & LINE 80.10 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF TRACT AFORESAID; THENCE WEST ALONG SAID ?***LIVEL LINE 18.50 FEET TO THE POINT OF BEGINNING OF THE EASEMENT BEING HEREIN DESCRIBED; THENCE CONTY SIE WEST ON SAID PARALLEL LINE 4.5 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST OF SAID THE CT. 6.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. PARCEL 3: EASEMENTS APPURTENANT TO AND FOR 15 BENEFIT OF PARCEL 1 AS SET FORTH IN SAID DECLARATION OF EASEMENTS MADE BY BANK OF RAVENSWOOD AL. 1 RUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1977 KNOWN AS TRUST NUMBER 2479 DATED JUNE 9, 1977 AND HECC. JUD. JUNE 13. 1977 AS DOCUMENT NUMBER 23966301 AND CREATED BY DEED FROM BANK OF RAVENSWOOD AS TRU TEE INDER TRUST 2479 TO WINFIELD H. JACKSON AND HEIDI D. JACKSON DATED JUNE 15, 1977 AND RECORDED OCTOBER 20. 15° AS

1984 markers (vistems) in the lat Min in 100 (1917) 4.8



EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated July 24, 1998, by and between the following parties:

MORTGAGOR OF PROPERTY: BORROWER:

KEITH KAZUK

925 WEST ROSCOE STREET CHICAGO ILLINOIS 60657 Social Security # 337-58-5872

KATHERINE SAMUELSON-KAZUK F.K.A KATHERINE L. SAMUELSON

929 WEST ROSCOE STREET CHICAGO IL 60657-2309 Social Security # 500-58-4532

BANK:

STATE JAW OF COUNTRYSIDE an ILLINOIS canking corporation 6734 Joher Rual Countryside Wilking 60525
Tax 1 D # 36-7014/56
(as Mortg; qur)

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

PARCEL 1: THE EAST 22.0 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES OF LOTS 130 AND 131 TAKEN AS A TRACT IN FEINBERG'S SHERIDAN DRIVE AUFLITION A SUBDIVISION OF LOTS 3 AND THE SOUTH 49 FEET OF LOT 2 PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, PARCEL 2: EASEMENTS APPURTENANT TO AND EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CO JK COUNTY. ILLINOIS. FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS MADE BY BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1977 KNOWN AS TRUST NUMBER 2479 DATED JUNE 9, 1977 AND RECORDED JUNE 13, 1977 AS DOCUMENT NUMBER 239 (62) / AND CREATED BY DEED FROM BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 37, 1977 KNOWN AS TRUST NUMBER 2479 TO WINFIELD H. JACKSON AND HEIDI D. JACKSON DATED JUNE 15, 1977 AND ACCORDED OCTOBER 20, 1977 AS DOCUMENT NUMBER 241157624 FOR INGRESS AND EGRESS OVER, UPON, AND ACROS S THAT PART OF LOTS 130 AND 131 TAKEN AS A TRACT IN FEINBERG'S SHERIDAN DRIVE ADDITION A SUBDIVISION OF LOT 3 AND THE SOUTH 49 FEET OF LOT 2 IN PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 23 JOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT AND THE WEST LINE OF THE EAST 25 FEET (AS MEASURED ON THE NORTH) WO SOUTH LINES THEREOF); THENCE NORTH ALONG THE WEST LINE OF THE EAST 25 FEET AFORESAID TO ITS INTERSECTION WITH A LINE 80.10 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF TRACT AFORESAID; THENCE WEST ALCING SAID PARALLEL LINE 23 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID TRACT TO ITS INTERISCITION WITH THE SOUTHWESTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF SAID TRACT TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 32.15 FEET (AS MEASURED ALONG THE EAST LINE) OF SAID TRACT; THENCE EAST ALONG SAID SOUTH LINE TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 22.0 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF); THENCE SOUTH ALONG THE WEST JUNE OF THE EAST 22.0 FEET AFORESAID 92.85 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE WEST ALONG SAID GROTH LINE 3.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS: ALSO EASEMENTS FOR INGRESS AND EGRESS AT GRADE LEVEL FOR THE BENEFIT OF PARCEL 1 ON THAT PART OF LOTS 130 AND 131 TAKEN AS A TRACT IN FEILE ERG'S SHERIDAN DRIVE ADDITION AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE FOURTH LINE OF SAID TRACT AND THE WEST LINE OF THE EAST 25.0 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES TY PROOF); THENCE NORTH ALONG THE WEST LINE OF THE EAST 25 FEET AFORESAID TO ITS INTERSECTION WITH A LINE #1.10 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF TRACT AFORESAID; THENCE WEST ALONG SAID PARALLEL UP.E 18.50 FEET TO THE POINT OF BEGINNING OF THE EASEMENT BEING HEREIN DESCRIBED; THENCE CONTINUE WEST ON SAID PARALLEL LINE 4.5 FEET: THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST OF SAID TRACT 6.0 FEET. TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BLISEFIT OF PARCEL 1 AS SET FORTH IN SAID DECLARATION OF EASEMENTS MADE BY BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1977 KNOWN AS TRUST NUMBER 2479 DATED JUNE 9, 1977 AND RECORDED JUNE 13, 1977 AS DOCUMENT NUMBER 23966301 AND CREATED BY DEED FROM BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST 2479 TO WINFIELD H. JACKSON AND HEIDI D. JACKSON DATED JUNE 15, 1977 AND RECORDED OCTOBER 20, 1977 AS DOCUMENT NUMBER 24157624 FOR INGRESS AND EGRESS UPON, UNDER, AND ACROSS AND UPON THAT PART OF LOTS 130 AND 131 TAKEN AS A TRACT, IN FEINBERG'S SHERIDAN DRIVE ADDITION, A SUBDIVISION OF LOT 3 AND THE SOUTH 49 FEET OF LOT 2 IN PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID TRACT 22.0 FEET WEST OF THE NORTHEAST

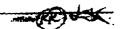


EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated July 24, 1998, by and between the following parties:

MORTGAGOR OF PROPERTY BORROWER:

KEITH KAZUK

928 WEST ROSCOE STREET CHICAGO ILLINOIS 60657 Social Security # 337-59-5872

KATHERINE SAMUELSON-KAZUK F/K A KATHERINE L. SAMUELSON

928 WEST ROSCOE STREET CHICAGO IL 60657-2309 Social Security # 500-58-4532

BANK:

STAYE JALK OF COUNTRYSIDE
an ILLIMO/O banking corporation
6734 Joiket Foad
Countryside Hilmois 60525
Tax I D # 36-29 4416
(as Mortgagae)

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

CORNER THEREOF, THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID TRACT 0.27 FEET TO THE POINT OF BEGINNING ON THE EASEMENT 3EING HEREIN DESCRIBED. THENCE CONTINUE SOUTH ALONG SAID PARALLEL WITH 7.32 FEET; THENCE WEST PARALLEL WITH THE EAST LINE OF SAID TRACT 7.32 FEET; THENCE HORTH PARALLEL WITH THE EAST LINE OF SAID TRACT 7.32 FEET; THENCE EAST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. P.I.N. 10-10-413-082-0000

