

Mail to

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

with Angela Kulleroff



(Space above this line for recording purposes)

RE TITLE SERVICES # 624718

**MODIFICATION AGREEMENT**  
to a Promissory Note(s)  
and to a Mortgage held by  
**STATE BANK OF COUNTRYSIDE**

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1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is August 18, 1998, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**

**BRIAN BAETZ**  
119 DOOLIN STREET  
LEMONT, IL 60439  
Social Security # 357-66-2691  
**HUSBAND OF LINDA BAETZ**  
**LINDA BAETZ**  
119 DOOLIN STREET  
LEMONT, IL 60439  
Social Security # 330-58-2939  
**WIFE OF BRIAN BAETZ**

**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. LOT 127 IN TIMBERLINE 1, BEING A SUBDIVISION OF PART OF LOTS 1, 2, 3, 27, AND 28 OF COUNTY CLERK'S DIVISION OF SECTION 29 SECTION 30, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N.: 22-20-207-031.
- B. MORTGAGE WITH STATE BANK OF COUNTRYSIDE DATED 9-22-97 AND RECORDED 10-3-97 AS DOCUMENT NO. 87735390 AND THEN MODIFIED BY A MODIFICATION AGREEMENT DATED 5-18-98 AND RECORDED ON 5-28-98 AS DOCUMENT NUMBER 98443583

3. MODIFICATION. The terms and conditions of the loan (Loan) are hereby modified to read as follows:

Original Mortgage dated 9/22/97 in the amount of \$344,000.00 was paid down to \$244,814.00 and was then increased to \$300,000.00 and is now being further increased to \$330,000.00. The total amount of the indebtedness hereby secured may increase or decrease from time to time, but the total amount so secured at any one time shall not exceed the maximum principal sum of \$330,000.00 plus interest thereon and any disbursements made for the payment of taxes, special assessments, or insurance on the property described herein, plus interest on such disbursements.

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

*[Handwritten signatures]*  
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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.

5. 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.
6. 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 purchased by Bank, but only after providing Bank with evidence that Borrower has obtained insurance as required by Borrower's agreement with Bank. If Bank purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest 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 obtain on Borrower's own.
7. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

MORTGAGOR/BORROWER:

Brian Baetz  
 BRIAN BAETZ  
 Individually

Linda Baetz  
 LINDA BAETZ  
 Individually

APPROVED: August 18, 1998

BANK:

STATE BANK OF COUNTRYSIDE  
 an ILLINOIS banking corporation

(Corporate Seal)

By: Andrew R. Soucek  
 VICE PRESIDENT, ANDREW R. SOUCEK

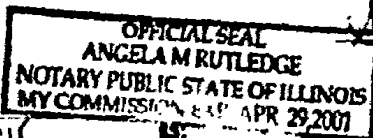
Attest

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

STATE OF IL

COUNTY OF Cook

The foregoing instrument was acknowledged before me on 8-21-98 by BRIAN BAETZ  
 My commission expires: \_\_\_\_\_



Angela M Rutledge  
 NOTARY PUBLIC

STATE OF IL

COUNTY OF COOK

On this 21 day of August, 1998, I, the undersigned, a notary public, certify that LINDA BAETZ, WIFE OF BRIAN BAETZ 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: \_\_\_\_\_

Angela M Rutledge  
 NOTARY PUBLIC



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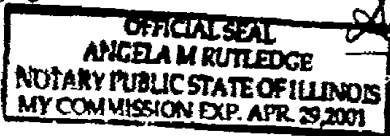
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98755170

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STATE OF IL  
COUNTY OF COOK ss:

On this 21 day of August 1998, the undersigned, a notary public, certify that ~~WILLIAM GUYBERRY~~ 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:



*Angela M Rutledge*  
NOTARY PUBLIC

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

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