

mail

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

(Space above this line for recording purposes)

76-48-52484

(PS)

MODIFICATION AGREEMENT
to a Mortgage held by
STATE BANK OF COUNTRYSIDE

1000

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is February 23, 1998, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER:

KEITH KAZUK
928 WEST ROSCOE STREET
CHICAGO, ILLINOIS 60657
Social Security # 337-58-5872
HUSBAND OF KATHERINE L. SAMUELSON-KAZUK

TENANTS IN COMMON
KATHERINE SAMUELSON-KAZUK F/K/A KATHERINE L. SAMUELSON
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
8734 Joliet Road
Countryside, Illinois 60525
Tax I.D. # 36-2814456
(as Mortgagee)

2. BACKGROUND.

- A. A MORTGAGE DATED MARCH 31, 1997 AND RECORDED APRIL 8, 1997 AS DOCUMENT 97242275 MADE BY KEITH KAZUK AND KATHERINE 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.
- B. AN ASSIGNMENT OF RENTS AND LEASES DATED MARCH 31, 1997 AND RECORDED APRIL 8, 1997 AS DOCUMENT 97242276 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 \$700,000.00. 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 February 23, 1998 and to be fully repaid on demand or before September 28, 1998. 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

BOX 333-CTI

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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. CONFESION 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. 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.
8. RECEIPT OF COPY. Borrower acknowledges receiving a copy of this Agreement.

BORROWER:

Keith Kazuk

 KEITH KAZUK
 Individually

Katherine Samuelson-Kazuk

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

APPROVED: February 23, 1998

BANK:

STATE BANK OF COUNTRYSIDE
 an ILLINOIS banking corporation

Susan L. Jutzi

 By: SUSAN L. JUTZI, VICE PRESIDENT

Attest

[Corporate Seal*]

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

STATE OF ILLINOIS

COUNTY OF Rock ss:

On this 20th day of February, 1998, Martha A. Czarnik-Thompson, a notary public, certify that KEITH KAZUK, HUSBAND OF 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 the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

OFFICIAL SEAL
 MARTHA A CZARNIK-THOMPSON
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP. MAY 17, 1999

Martha A. Czarnik-Thompson

 NOTARY PUBLIC

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STATE OF ILLINOIS

COUNTY OF Cook

On this 16th day of January, 1998, The undersigned, a notary public, certify that KATHERINE SAMUELSON-KAZUK F/K/A KATHERINE L. SAMUELSON, WIFE OF KEITH 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 the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:

OFFICIAL SEAL
MARTHA A CZARNIK-THOMPSON
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP. MAY 17, 1999

Martina Czarnik-Thompson
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF Cook

On this 16th day of January, 1998, The undersigned, a notary public, certify that SUSAN L. JUTZI, 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
MARTHA A CZARNIK-THOMPSON
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP. MAY 17, 1999

Martina Czarnik-Thompson
NOTARY PUBLIC

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

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NOTICE AND CONSENT TO MODIFICATION BY GUARANTOR

GUARANTOR:

KEITH KAZUK
928 WEST ROSCOE STREET
CHICAGO, IL 60657
Social Security # 337-58-5872
KATHERINE SAMUELSON-KAZUK F/K/A KATHERINE SAMUELSON
928 WEST ROSCOE STREET
CHICAGO, IL 60657
Social Security # 500-58-4532

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
6734 Joliet Road
Countryside, Illinois 60525
F.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 February 23, 1998, and executed by KEITH KAZUK and KATHERINE SAMUELSON-KAZUK F/K/A KATHERINE L. SAMUELSON (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: 2-23-98

GUARANTOR:

KEITH KAZUK
Individually

KATHERINE SAMUELSON-KAZUK F/K/A KATHERINE SAMUELSON
Individually

STATE OF ILLINOIS

COUNTY OF COOK
On this 26th day of February 1998, I, Martha A. Czarnik-Thompson, a notary public, certify that KEITH KAZUK, HUSBAND OF 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 the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

OFFICIAL SEAL
MARTHA A. CZARNIK-THOMPSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 17, 1999

STATE OF ILLINOIS

COUNTY OF COOK
On this 26th day of February 1998, I, Martha A. Czarnik-Thompson, a notary public, certify that KATHERINE SAMUELSON-KAZUK F/K/A KATHERINE SAMUELSON, WIFE OF KEITH 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 the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

OFFICIAL SEAL
MARTHA A. CZARNIK-THOMPSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 17, 1999

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EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated February 23, 1998, by and between the following parties:

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

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
8734 Jorie Road
Countryside, Illinois 60525
Tax I.D. # 36-2974158
(as Mortgagee)

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 ADDITION 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, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS APPURTENANT TO AND 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 2396630 AND CREATED BY DEED FROM BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 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, AND ACROSS THAT PART OF LOTS 130 AND 131 TAKEN AS A TRACT IN FEINBERG'S SHERIDAN DRIVE ADDITION A SUBDIVISION OF LOTS 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: 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 AND 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 ALONG SAID PARALLEL LINE 23 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 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 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 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 FEINBERG'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 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 ALONG SAID PARALLEL LINE 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 BENEFIT 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

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EXHIBIT "A"

This EXHIBIT "A" is referred to in and made a part of that certain Modification Agreement dated February 23, 1998, by and between the following parties:

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

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
8734 Joliet Road
Countryside, Illinois 60525
Tax I.D. # 36-251456
(as Mortgagee)

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 BEING HEREIN DESCRIBED, THENCE CONTINUE SOUTH ALONG SAID PARALLEL 7.32 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID TRACT 5.50 FEET; THENCE NORTH 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. 44-20-413-082-0000

928 W. Roscoe Chicago, Ill

Cook County Clerk's Office

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