

mail:

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

(Space above this line for recording purposes)

3

MODIFICATION AGREEMENT
to a Mortgage held by
STATE BANK OF COUNTRYSIDE

1001
76.87-788C4
CPS

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is April 9, 1998, and the parties are the following:

MORTGAGOR OF PROPERTY/BORROWER.

PASCAL DUNICAN
3439 NORTH ORANGE
CHICAGO, ILLINOIS 60634
Social Security # 328-58-7067
HUSBAND OF OLIVE DUNICAN
OLIVE DUNICAN
3439 NORTH ORANGE
CHICAGO, IL 60634
Social Security # 341-72-8379
WIFE OF PASCAL DUNICAN

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. LOTS 1 AND 2 IN GROSS PARK SECOND ADDITON TO CHICAGO, A SUBDIVISION OF LOT 40 OF EXECUTORS OF SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- B. MORTGAGE WITH STATE BANK OF COUNTRYSIDE DATED OCTOBER 28, 1997 IN THE AMOUNT OF \$185,000.00 AND RECORDED NOVEMBER 10, 1997 AS DOCUMENT NO. 97841343

1901-1903 W Roscoe, Chicago

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 \$50,000.00. 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 9, 1998 and to be fully repaid on demand or before June 1, 1998. Said Note is secured by the Property pursuant to the terms of the Mortgage.

14-19-418-020
14-19-418-019

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.

PD

BOX 333-CT1

- 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. 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:

Pascal Dunican
PASCAL DUNICAN
Individually

Olive Dunican
OLIVE DUNICAN
Individually

APPROVED: April 9, 1998

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation

By: Andrew R. Solizek
ANDREW R. SOLIZEK, VICE PRESIDENT

[Corporate Seal*]

Attest

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

STATE OF IL ss:

COUNTY OF Cook
On this 13 day of April 1998, the undersigned, a notary public, certify that PASCAL DUNICAN, HUSBAND OF OLIVE DUNICAN, 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 EXP. OCT. 16, 2000

Melissa A Traylor
NOTARY PUBLIC

STATE OF IL ss:

COUNTY OF Cook
On this 13 day of April 1998, the undersigned, a notary public, certify that OLIVE DUNICAN, WIFE OF PASCAL DUNICAN, 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:

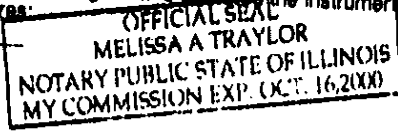
OFFICIAL SEAL
MELISSA A TRAYLOR
NOTARY PUBLIC STATE OF ILLINOIS

Melissa A Traylor
NOTARY PUBLIC

STATE OF IL

COUNTY OF Cook SS:

On this 13 day of April 1998, I, the undersigned, a notary public, certify that ANDREW R. SOUCEK, 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:



Melissa A Traylor
NOTARY PUBLIC

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

Property of Cook County Clerk's Office