

*Handwritten:* read

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

(Space above this line for recording purposes)

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*Handwritten:* (read) 77-16-079 CY (P/R)

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

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is March 30, 1998, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**  
DENNIS E. KAJMOWICZ  
918 53TH STREET  
LAGRANGE, ILLINOIS 60525  
Social Security # 339-36-2580  
BRIAN J. KAJMOWICZ  
8108 SOUTH PARKSIDE AVENUE  
CHICAGO, IL 60638  
Social Security # 381-82-9291

**BANK:**  
STATE BANK OF COUNTRYSIDE  
an ILLINOIS banking corporation  
8734 Joliet Road  
Countryside, Illinois 60525  
Tax ID # 36-2814450  
(as Mortgagee)

2. BACKGROUND.

- A. MORTGAGE WITH STATE BANK OF COUNTRYSIDE DATED FEBRUARY 12, 1998 IN THE AMOUNT OF \$197,750.00 AND RECORDED 2-19-98 AS DOCUMENT NO. 98134825
- B. LOT 2 IN WOODLAND RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Borrower has received an additional loan in the principal amount of \$ 6,000.00. 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 March 30, 1998 and to be fully repaid on demand or before February 15, 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 heretofore 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.

*Handwritten:* DIN 18-29-200-007

- 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:

*Dennis E. Kajmowicz*  
 DENNIS E. KAJMOWICZ  
 Individually

*Brian J. Kajmowicz*  
 BRIAN J. KAJMOWICZ  
 Individually

APPROVED: March 30, 1998

BANK:

STATE BANK OF COUNTRYSIDE  
 an ILLINOIS banking corporation

(Corporate Seal\*)

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

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 7 day of April 1998, I, the undersigned, a notary public, certify that DENNIS E. KAJMOWICZ, 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

STATE OF IL

ss:

COUNTY OF COOK

On this 7 day of April 1998, I, the undersigned, a notary public, certify that BRIAN J. KAJMOWICZ, 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

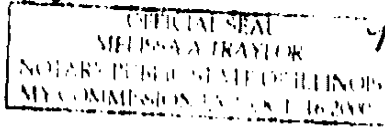
*Melissa A. Traylor*  
 NOTARY PUBLIC

STATE OF IL

COUNTY OF COOK

On this 17 day of April, 1998, Andrew H. Coucer, 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. Taylor*  
NOTARY PUBLIC

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

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