

# UNOFFICIAL COPY

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

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1999-03-26 13:23:41  
Cook County Recorder 27.00

**C.T.I./CY** *all*



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## MODIFICATION AGREEMENT to an Mortgage held by STATE BANK OF COUNTRYSIDE

*4m*

1. DATE AND PARTIES. The date of this Modification Agreement (Agreement) is March 18, 1999, and the parties are the following:

**MORTGAGOR OF PROPERTY/BORROWER:**  
STATE BANK OF COUNTRYSIDE A/T/U/T DTD 5-9-95 A/K/A TRUST NO. 95-1569 AND NOT PERSONALLY.  
a trust

**BORROWER:**  
**MICHAEL J. KELLY**  
2697 RUSTY DRIVE  
DES PLAINES, IL 60018  
Social Security # 342-50-6647  
HUSBAND OF MARGARET KELLY

**MAGARET J. KELLY**  
2697 RUSTY DRIVE  
DES PLAINES, IL 60018  
Social Security # 342-50-6647  
WIFE OF MICHAEL KELLY

**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. A MORTGAGE DATED SEPTEMBER 15, 1998 WITH THE STATE BANK OF COUNTRYSIDE IN THE AMOUNT OF \$415,000.00 AND RECORDED ON DECEMBER 22, 1998 AS DOCUMENT # 08162771.
- B. LEGAL DESCRIPTION: LOT 288 IN RUDOLPH'S SUBDIVISION OF BLOCK 4 AND 5 IN OGDEN'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNT, ILLINOIS. P.I.N. 14-18-321-015 COMMONLY KNOWN AS: 2141 W. WARNER AVENUE, CHICAGO, IL 60618

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 \$60,000.00. 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 18, 1999 and to be fully repaid on demand or before September 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 herein and granted to STATE BANK OF COUNTRYSIDE are subordinate to no other lien or

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**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. YEAR 2000 COMPLIANCE. As of the date of this Agreement, Borrower has assessed the risk of Year 2000 noncompliance and has formulated, approved, and implemented a comprehensive business plan (Year 2000 Plan) to meet "Year 2000 requirements." "Year 2000 requirements" include analyzing, programming, and testing all of Borrower's information technology systems to accurately process date and time data, including, but not limited to, calculating, comparing, and sequencing functions. "Year 2000 requirements" apply to all systems or processes that directly or indirectly affect Borrower's business, such as accounting and processing procedures, as well as basic electronic devices that are necessary to facility management, such as security systems, elevators, and telephones. Borrower's Year 2000 Plan includes an allocation of resources toward meeting Year 2000 requirements, an inventory of all affected systems, processes to assess and prepare for the interaction of Borrower's systems with external systems, periodic testing and evaluation of progress under Borrower's Year 2000 Plan, and contingency arrangements for Year 2000 failure, either by Borrower or Borrower's partners, affiliates, vendors, or customers.

Borrower will take all measures necessary to fulfill the requirements of Borrower's Year 2000 Plan and meet all Year 2000 requirements as specified above. Borrower agrees to make Borrower's Year 2000 Plan available to Bank, if requested, and will keep Bank informed of progress made under Borrower's Year 2000 Plan. Borrower will immediately notify Bank of any actual or anticipated delays in meeting dates designated in Borrower's Year 2000 Plan or failure to accomplish any objectives of Borrower's Year 2000 Plan. Borrower will allow Bank, or a third party Bank designate, reasonable access to Borrower's information technology systems for the purpose of determining progress made under Borrower's Year 2000 Plan. Borrower agrees that Bank has no responsibility for managing, advising, or executing any of Borrower's efforts to comply with Year 2000 requirements or Borrower's Year 2000 Plan.

6. 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.

7. 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.

8. 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.

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

**MORTGAGOR/BORROWER:**

STATE BANK OF COUNTRYSIDE A TRUST DTD 5-9-95 A/K/A TRUST NO. 95-1569 AND NOT PERSONALLY.

By: *Joan Mucka*  
 STATE BANK OF COUNTRYSIDE  
 As Trustee

ATTEST *[Signature]*

**BORROWER:**

*Michael J. Kelly*  
 MICHAEL J. KELLY  
 Individually

*Margaret J. Kelly*  
 MARGARET J. KELLY  
 Individually

**NOTE: EXONERATION CLAUSE**

This document is signed by State Bank of Countryside not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the State Bank of Countryside personally or as Trustee to sequester any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of the title of said property or for any agreement with respect thereto. Any and all personal liability of the State Bank of Countryside is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the State Bank of Countryside. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by State Bank of Countryside.

(Corporate Seal)

APPROVED: March 18, 1999

**BANK:**

STATE BANK OF COUNTRYSIDE  
 an ILLINOIS banking corporation

U.K.

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By: Thomas P. Boyle  
THOMAS P. BOYLE, PRESIDENT

99294186

Attest

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

STATE OF IL  
COUNTY OF Cook ss:

The foregoing instrument was acknowledged before me on Mar. 22, 1999 by STATE BANK OF COUNTRYSIDE, as Trustee, for STATE BANK OF COUNTRYSIDE A/T/UT DTD 5-9-95 A/K/A, on behalf of said Trust. My commission expires:

OFFICIAL SEAL  
LINDA J DILLON  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR. 21, 2001

Linda J. Dillon  
NOTARY PUBLIC

STATE OF IL  
COUNTY OF Cook ss:

On this 22 day of Mar., 1999, The undersigned, a notary public, certify that MICHAEL J. KELLY, HUSBAND OF MARGARET KELLY, 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  
LINDA J DILLON  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR. 21, 2001

Linda J. Dillon  
NOTARY PUBLIC

STATE OF IL  
COUNTY OF Cook ss:

On this 22 day of Mar., 1999, The undersigned, a notary public, certify that MAGARET J. KELLY, WIFE OF MICHAEL KELLY, 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  
LINDA J DILLON  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR. 21, 2001

Linda J. Dillon  
NOTARY PUBLIC

STATE OF IL  
COUNTY OF Cook ss:

On this 22 day of Mar., 1999, The undersigned, a notary public, certify that THOMAS P. BOYLE, 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  
LINDA J DILLON  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR. 21, 2001

Linda J. Dillon  
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:**

MICHAEL J. KELLY  
2697 RUSTY DRIVE  
DES PLAINES, IL 60018  
Social Security # 342-50-6647

MARGARET KELLY  
2697 RUSTY DRIVE  
DES PLAINES, IL 60018  
Social Security # 320-54-9970

99294186

**BANK:**

STATE BANK OF COUNTRYSIDE  
an ILLINOIS banking corporation  
6734 Joliet Road  
Countryside, Illinois 60525  
Tax ID # 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 March 13, 1999, and executed by STATE BANK OF COUNTRYSIDE A/T/U/T DTD 5-9-95 A/K/A TRUST NO. 95-1569 AND NOT PERSONALLY, MICHAEL J. KELLY and MAGARET J. KELLY (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: \_\_\_\_\_

**GUARANTOR:**

Michael J Kelly  
MICHAEL J. KELLY  
Individually

Margaret Kelly  
MARGARET KELLY  
Individually

STATE OF IL

ss:

COUNTY OF Cook  
On this 22 day of Mar. 1999, I, The undersigned, a notary public, certify that MICHAEL J. KELLY, HUSBAND OF MARGARET KELLY, 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  
LINDA J DILLON  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR. 21, 2001

Linda J. Dillon  
NOTARY PUBLIC

STATE OF IL

ss:

COUNTY OF Cook  
On this 22 day of Mar. 1999, I, The undersigned, a notary public, certify that MARGARET KELLY, WIFE OF MICHAEL KELLY, 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  
LINDA J DILLON  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR. 21, 2001

Linda J. Dillon  
NOTARY PUBLIC

Initials DK  
MJK