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70-013870-1

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of NOVEMBER 23, 1994 by and between KATHERINE G. HOWARD F/K/A KATHERINE V. GRAY, A WIDOW, whose address is 7730 S. MAYFIELD, BURBANK, IL 60459 ("Grantor") and AVONDALE FEDERAL SAVINGS BANK, whose address is 20 North Clark Street, Chicago, Illinois 60602 ("Lender").

PREAMBLE

DEPT-01 RECORDING #27.50
T#0014 TRAN 3655 12/13/94 13:53:00
#7857 + RV *-04-039148
COOK COUNTY RECORDER

A. WHEREAS, Grantor and Lender have entered into a mortgage dated 10/13/89 (the "Mortgage") with respect to certain real property as set forth on the attached Exhibit A (the "Mortgaged Property") as security for certain obligations of Grantor to Lender as evidenced by Grantor's Promissory Note dated 10/13/89, in the original principal amount of \$37,000.00 (the "Note");

B. WHEREAS, such Mortgage was recorded in COOK County Illinois on NOVEMBER 13, 1989 as Document No. 89-538303 and

C. WHEREAS, Grantor and Lender wish to amend the Mortgage and note as set forth below.

NOW, THEREFORE in consideration of the mutual promises contained herein, Grantor and Lender adopt the Preamble as part of this modification Agreement and Grantor and Lender agree to be bound legally, further agreeing to the following:

A. Amendments to Note. The Note is hereby amended as of the date hereof as follows:

THE PARAGRAPH WHICH IS NUMBERED "2. PAYMENT CALCULATION AND DATES" SHALL READ: "...SHALL BE DUE AND PAYABLE ON OCTOBER 1, 1999..."

B. Amendments to Mortgage. The Mortgage is hereby amended as of the date hereof as follows:

SECOND PARAGRAPH SHALL READ: "...WITH THE BALANCE OF THE INDEBTEDNESS, IF NOT SOONER PAID, DUE AND PAYABLE ON OCTOBER 1, 1999..."

C. Miscellaneous.

1. **Ratification.** Except as amended hereby, the Note and the Mortgage and all Schedules, Exhibits and attachments thereto are hereby ratified and confirmed in all respects and remain in full force and effect. All representations and warranties set forth in the Note and mortgage are hereby restated as of the date hereof.

2. **Definitions.** Unless the context clearly indicated otherwise, any capitalized terms used herein which are not specifically defined herein shall have the meanings set forth in the Mortgage.

3. **Successors and Assignees; Joint and Several Liability.** All covenants and agreements contained herein by or on behalf of Grantor shall bind its successors, assignees, heirs and personal representatives and shall inure to the benefit of Lender, its successors and assigns. If Grantor consists of two or more persons, their liability hereunder shall be joint and several.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT, AND GRANTOR AGREES TO ITS TERMS, HEREBY WAIVING AND RELEASING ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS WITH RESPECT TO SAID MORTGAGED PROPERTY.

GRANTOR:

X *Katherine G. Howard* DATE SIGNED:
KATHERINE G. HOWARD

X *Michael F. Gray* DATE SIGNED:
MICHAEL F. GRAY

LENDER:

AVONDALE FEDERAL SAVINGS BANK

By: *Wayne E. Biver*
Its: VICE-PRESIDENT

STATE OF ILLINOIS

SS.

COUNTY OF

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that KATHERINE G. HOWARD F/K/A KATHERINE V. GRAY, A WIDOW, personally known to me to be the person(s) whose name(s) is are subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that THEY signed and delivered said agreement as THEIR free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 25th day of November, 1994.

Paul Griffin
Notary Public

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesaid, do hereby certify that WAYNE E. BIVER personally known to me to be the VICE-PRESIDENT, of Avondale Federal Savings Bank whose name is subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that, as such officer, (s)he signed and delivered said agreement pursuant to the authority given by the Board of Directors of said bank, as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this TWENTY THIRD day of NOVEMBER, 1994.

Paul Griffin
Notary Public

This document was prepared by and after recording return to:

AVONDALE FEDERAL SAVINGS BANK
20 NORTH CLARK STREET
CHICAGO, IL 60602

*C:\MODAGREE.DOC



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TAX MAP DESCRIPTION

Lots 15 and 16 in Block 22 in F. H. Bartlett's Greater 79th Street Subdivision, being a subdivision of the South West quarter (1/4) of the South East quarter (1/4) and the South East quarter (1/4) of the South East quarter (1/4) of Section 29 also the South West quarter (1/4) of the South West quarter (1/4) of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 19-29-402-036-0000

ADDRESS:

7730 SOUTH MAYFIELD
BURBANK, IL 60459

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