

# UNOFFICIAL COPY

70-910330-0

## MODIFICATION AGREEMENT

94506545

THIS MODIFICATION AGREEMENT dated as of APRIL 11, 1994 by and between DANIEL J. GALLERY DIVORCED AND NOT SINCE REMARRIED, whose address is 1710 WESLEY AVE., EVANSTON, IL 60201 ("Grantor") and AVONDALE FEDERAL SAVINGS BANK, whose address is 20 North Clark Street, Chicago, Illinois 60602 ("Lender").

### PREAMBLE

A. WHEREAS, Grantor and Lender have entered into a mortgage dated MAY 8, 1989 (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 MAY 8, 1989, in the original principal amount of \$80,000.00 (the "Note");

B. WHEREAS, such Mortgage was recorded in COOK County Illinois on MAY 18, 1994 as Document No. 19226794 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 a 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 MAY 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 MAY 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.

94506545

DEPT-01 RECORDING \$25.50  
T49999 TRAN 4168 06/08/94 09:05:00  
43625 + DW \*--94-506545  
COOK COUNTY RECORDER

R6-474 (133910)

25.50  
DT

UNOFFICIAL COPY

Property of Cook County Clerk's Office

9436575

# UNOFFICIAL COPY

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:

*Daniel J. Gallery*  
DANIEL J. GALLERY

DATE SIGNED: 5-26-94

DATE SIGNED:

LENDER:

AVONDALE FEDERAL SAVINGS BANK

By: *Lissa Brendel*  
Its: ASST. 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 DANIEL J. GALLERY DIVORCED AND NOT SINCE REMARRIED, 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 20th day of May 1994.

*[Signature]*  
Notary Public

STATE OF ILLINOIS

SS.

COUNTY OF COOK

"OFFICIAL SEAL"  
GUMARO GONZALEZ  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/9/97

I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesaid, do hereby certify that LISSA BRENDEL personally known to me to be the ASST. 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 ELEVENTH day of APRIL, 1994.

*Shirley J. Woodzin-Hasek*  
Notary Public

OFFICIAL SEAL  
SHIRLEY J. WOODZIN-HASEK  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. AUG 27, 1994

This document was prepared by and after recording return to:

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

MODAGREEDOC  
*[Hand pointing to the left]*

94506515

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT "A"

**LEGAL DESCRIPTION:**

LOTS 22, 23 AND 24 IN BLOCK 3 IN LYONS, GLIBERT AND WOODFORDS ADDITION TO EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#10 13 224 021 AND 022

Property of Cook County Clerk's Office

PROPERTY ADDRESS: 1710 WESLEY  
EVANSTON, IL, 60201

LOAN NUMBER:

LEGAL  
03/06/93

94506515

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94567113