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70-009837-6

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of JULY 5, 1994 by and between GEORGE E. KINSELA AND PATRICIA A. KINSELLA HIS WIFE, whose address is 9230 S. FRANCISCO, EVERGREEN PARK, IL 60642 ("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 15, 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 15, 1989, in the original principal amount of \$85,000.00 (the "Note");

B. WHEREAS, such Mortgage was recorded in COOK County, Illinois on JUNE 1, 1989 as Document No. 89-248717; 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 FIRST PARAGRAPH SHALL READ: "...THE MAXIMUM AMOUNT OF THIS AVONDALE PRIME LOAN BEING THE PRINCIPAL SUM OF ONE HUNDRED AND NO/00-----DOLLARS (\$100,000.00)...."

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: 94613442

SECOND PARAGRAPH SHALL READ: "WHEREAS, THE BORROWER IS INDEBTED TO THE LENDER IN THE PRINCIPAL SUM OF ONE HUNDRED THOUSAND AND NO/00----- DOLLARS (\$100,000.00)...., WITH THE BALANCE OF THE INDEBTEDNESS, IF NOT SOONER PAID, DUE AND PAYABLE ON MAY 1, 1999..."

DEPT-01 RECORDING \$25.50
TACUDO TRAN 8594 07/14/94 09145100
8794 C J # - 94 - 6 13442
COOK COUNTY RECORDER

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:

George E. Kinsella
GEORGE E. KINSELLA

DATE SIGNED: 7/5/94

Patricia A. Kinsella
PATRICIA A. KINSELLA

DATE SIGNED: 7 5 94

LENDER:

AVONDALE FEDERAL SAVINGS BANK

By:
Its:

Donald L. Gohr
VICE-PRESIDENT

STATE OF ILLINOIS

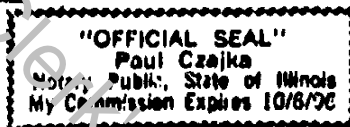
SS.

COUNTY OF COOK

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that GEORGE E. KINSELLA AND PATRICIA A. KINSELLA HIS WIFE, 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 wulver of the right of homestead.

Given under my hand and notarial seal this 5 day of July, 1994.

Paul Czajka
Notary Public



STATE OF ILLINOIS

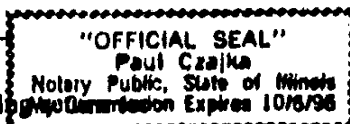
SS.

COUNTY OF

I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesaid, do hereby certify that DONALD L GOHR 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, 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 FIFTH day of JANUARY, 1994.

Paul Czajka
Notary Public



This document was prepared by and after recording

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

Don L Gohr
S Hasek

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LOTS 113 AND 114 IN FRANK DE LUGACH'S BEVERLY PARK SUBDIVISION OF THE SOUTH
20 ACRES OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 1,
TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PTN # 24-01-312-035 & 24-01-312-036

add. 9230 S. Francisco
Evergreen Pk., /L 60642

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