

71-005198-94678701

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of JULY, 21, 1994 by and between JOHN S. CISZEK, JR. AND SABINA J. CISZEK, HIS WIFE, whose address is 3641 N. KEDVALE, CHICAGO, IL 60641 ("Grantor") and AVONDALE FEDERAL SAVINGS BANK, whose address is 20 North Clark Street, Chicago, Illinois 60602 ("Lender").

3701

PREAMBLE

A. WHEREAS, Grantor and Lender have entered into a mortgage dated 8-24-89 (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 8-24-89 in the original principal amount of \$50,000.00 (the "Note");

B. WHEREAS, such Mortgage was recorded in COOK County Illinois on 08/24/89 as Document No. 89396179 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 07/01/99...."

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 07/01/99...."

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.

. DEPT-01 RECORDING \$22.50  
. T9999 TRAN 4867 08/02/94 09:59:00  
. 44384 DW \*-94-678701  
. COOK COUNTY RECORDER

Handwritten initials and date: 08/25/94

REITITLE SERVICES # R8-09

(133701)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

101878701

# UNOFFICIAL COPY

9 4 7 5 7 0 1

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:

John S. Ciszek Jr.  
JOHN S. CISZEK JR.  
Sabina J. Ciszek  
SABINA J. CISZEK

DATE SIGNED: 7/25/94  
DATE SIGNED: 7/25/94

LENDER:

AVONDALE FEDERAL SAVINGS BANK

By: [Signature]  
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 JOHN S. CISZEK, JR. AND SABINA J. CISZEK, 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 waiver of the right of homestead.

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

Paul Czajka  
Notary Public

"OFFICIAL SEAL"  
Paul Czajka  
Notary Public, State of Illinois  
My Commission Expires 10/6/96

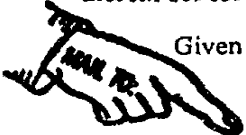
STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesaid, do hereby certify that DONALD L. GOHR personally known to me to be the ASSISTANT 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 FIRST day of JULY, 1994.



Paul Czajka  
Notary Public

"OFFICIAL SEAL"  
Paul Czajka  
Notary Public, State of Illinois  
My Commission Expires 10/6/96

This document was prepared by and after recording return

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

31879201  
SEARCHED  
SERIALIZED  
INDEXED  
FILED  
JAN 10 2001  
FBI - CHICAGO

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
JAN 10 2001  
FBI - CHICAGO

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
JAN 10 2001  
FBI - CHICAGO

LEGAL DESCRIPTION:

UNOFFICIAL COPY

LOT 21 IN BLOCK 2 IN J.M. DIETZ'S ADDITION TO IRVING PARK IN SECTION 22,  
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

13-22-223-005

3641 N. Kedvale

Chicago, IL 60641

Property of Cook County Clerk's Office

94678701

UNOFFICIAL COPY

SECRET

Property of Cook County Clerk's Office