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70-014943-5

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of AUGUST 22, 1994 by and between ANTHONY P. TOZZI AND JOSEPHINE TOZZI, HIS WIFE, whose address is 1539 S. OXFORD RD., DES PLAINES, IL. 60018 ("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 6/30/89 (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 6/30/89, in the original principal amount of \$49,000.00 (the "Note");

B. WHEREAS, such Mortgage was recorded in COOK County Illinois on 07/17/89 as Document No. 89324420 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 06/01/99...."

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 06/01/99..."

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 125.50  
120011 TRAN 3027 09/09/94 13:31:00  
1150 : FV \* - 94 - 788976  
COOK COUNTY RECORDED

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RE TITLE SERVICES # R9397

(13572)

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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 Anthony P. Tozzi  
ANTHONY P. TOZZI

DATE SIGNED: 8 25 94

X Josephine Tozzi  
JOSEPHINE TOZZI

DATE SIGNED: 8 25 94

LENDER

AVONDALE FEDERAL SAVINGS BANK

By: Ronald L. Gohr  
Its: VICE-PRESIDENT

STATE OF ILLINOIS

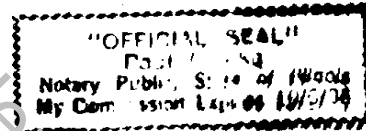
SS.

COUNTY OF

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that ANTHONY P. TOZZI AND JOSEPHINE TOZZI, 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 August, 1994.

Paul Gohr  
Notary Public



STATE OF ILLINOIS

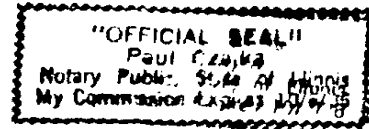
SS.

COUNTY OF COOK

I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesaid, do hereby certify that 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, (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.

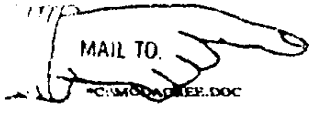
Given under my hand and notarial seal this TWENTY-SECOND day of AUGUST, 1994.

Paul Gohr  
Notary Public



This document was prepared by and after recording return to:

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



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Lot 2 in Rancher's Subdivision in Lot 1 of Block 4 in DePaul Acres, being a subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 41 North, Range 12 East of the Third Principal Meridian except railroad according to the plat recorded November 1, 1944 as Document 13388820, in Cook County, Illinois.

PTN 09-19-407-021

15391 S Oxford Rd.

Oak Park, IL 60018

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6/2/24