90-001477-9

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of OCTOBER 8, 1993 by and between TALMADGE PAYTON AND RODNEY E. PAYTON, IN JOINT TENANCY, whose address is 5126 W. GLADYS, CHICAGO, IL 60644 ("Grantor") and AVONDALE FEDERAL SAVINGS BANK, whose address is 20 North Clark Street, Chicago, Illinois 60602 ("Lender").

PREAMBLE

- WHEREAS, Grantor and Lender have entered into a mortgage dated APRIL 15, 1988 (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 APRIL 15, 1988, in the original principal amount of \$75,000.00 (the "Note");
- WFLIR IAS, such Mortgage was recorded in COOK County Illinois on APRIL 18, 1988 as Document No. 38.160019 and
- WHEREAS. Grantor and Lender wish to amend the Mortgage and note as set forth C. below.

NOW, THEREFOR in consideration of the mutual promises contained herein, Grantor and Lender adopt the PreamSigner part of this modification Agreement and Grantor and Lender agree to be bound legally, furner agreeing to the following:

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

0EPT-01 RECORDING \$25. T#0000 TRAN 6772 03/08/94 16:13:00 #4189 # #-94-213452

COOK COUNTY RECORDER

FIRST PARAGRAPH SHALL READ... "MAXIMUM AMOUNT OF THE AVONDALE PRIME LOAN" BEING THE PRINCIPAL SUM OF SEVENTY FIVE THOUSAND AND NO/00------DOLLARS...(\$75,000.00)

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

SECOND PARAGRAPH SHALL READ...BORROWER IS INDEDIGED TO LENDER IN THE PRINCIPAL SUM OF SEVENTY FIVE THOUSAND AND NO/00--DOLLARS (\$75,000.00)...IF NOT SOONER PAID, DUE AND PAYABLE ON OCTOBER 7, 1998.

C. Miscellaneous.

- Ratification. Except as amedaded hereby, the Note and the Morigage and all Schedules, Exhibits and attachments thereto are hereby ratified and confirmed in all respects and remain in full forcew and effect. All representations and warranties set forth in the Not and mortgage are hereby restated as of the date hereof.
- Unless the context clearly indiciated otherwise, any capitalized Definitions. terms used herein which are not specifically defined herein shall have the meanings set forth in the Mortgage.
- Successors and Assignes; Joint and Several Liability. All covenants and agreements contained herein by or on behalf of Grantor shall bind its successors, assignes, heirs and personal representative and shill 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 MORTGAGES PROPERTY.

GRANTOR:
King E Kyto
RODNEY E. PAYTON
Jamos gef eyen
TALMADGE PAYTON
LENDER:
AVONDALE FEDER AU SAVINGS BANK
By: Dush Princel
Its: ASST. VICE-PRESICANT
$O_{\mathcal{F}}$
STATE OF ILLINOIS
COUNTY OF COOK
I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do
hereby certify that RODNEY E. PAYTON AND TALMADGE PAYTON, IN JOINT
TENANCY, personally known to me to be the person(') 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 votuntary 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 13th day of
NEW MARR . 1993.
SHIPLEY I. WOOZI: HASEK NOTARY PUBLIC STATE OF ILLINOUS
Notary Public NOT COMMISSION EXP. AUG 27,1994
STATE OF ILLINOIS
SS.
COUNTY OF
I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesain, 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, 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 EIGHTH day of OCTOBER, 1993.
Whideth Harle SEAL
Notary Public MEREDITH MACKI
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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LEGAL DESCRIPTION:

LOT 10 IN BLOCK 12 COMMUNITY RESOURCES OF CERTAIN LOTS IN THE PARTS OF LOTS AND SCHOOLS TREASURY SUBDIVISION OF THE NORTH OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL TODERY OF COUNTY Clerk's Office MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY TAX ID NUMBER #16.16.222.010

PROPERTY ADDRESS: CHICAGO, IL, 60644

LOAN NUMBER: 900014779

LEGAL 03/06/93

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CONTRACTOR AND AND MAINTAIN OF MARK STRUCKS ST

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CONTAINER: SOSCIATION

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