MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of SEPTEMBER 21, 1993 by and between DAVID H. ATKINSON AND MARY JO ATKINSON, MARRIED TO EACH OTHER, 1N JOINT TENANCY, whose address is 6705 SAUGANASH AVE., LINCOLNWOOD, IL 60646 ("Grantor") and AVONDALE FEDERAL SAVINGS BANK, whose address is 20 North Clark Street, Chicago, Illinois 60602 ("Lender").

PREAMBLE

- WHEREAS, Grantor and Londer have entered into a mortgage dated SEPTEMBER 9, 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 SEPTEMBER 9, 1988, in the original principal amount of \$150,000.00 (the "Note");
- WHEREAS, such Mortgage was recorded in COOK County Illinois on OCTOBER 6, 1988 as Document No. LR.3744372 and
- WHEREAS, Counter and Lender wish to amend the Mortgage and note as set forth below.

NOW, THEREFOR! 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, futher was ing to the following:

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

FIRST PARAGRAPH SHALL READ... *MA.(I) IVM AMOUNT OF THE AVONDALE PRIME LOAN" BEING THE PRINCIPAL SUM OF ONE HUNDRED FIFTY THOUSAND AND NO/00-----DOLLARS...(\$150,000.00)

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

COOK COUNTY RECORDER

SECOND PARAGRAPH SHALL READ...BORROWER IS INDEPLED TO LENDER IN THE PRINCIPAL SUM OF ONE HUNDRED FIFTY THOUSAND AND NO 1/00. DOLLARS (\$150,000.00)...IF NOT SOONER PAID, DUE AND PAYABLE ON SEPTEMBER 20, 1998...

C. Miscellaneous.

- Ratification. Except as amedaded hereby, the Note and the Mortgage and s.! 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 Note 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. 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.

25.50

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 MORTGAGES PROPERTY.

AVONDALE FEDERAL SAVINGS BANK By: VICE PRESIDENT STATE OF ILLINOIS COUNTY OF COOK I, THE UNDERSIGNED, a Natury Public in and for the County and state aforesaid, do horehy certify that DAVID H. ATKINSON A ID MARY JO ATKINSON, MARRIED TO EACH OTHER, IN JOINT TENANCY, 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 notages seal this

"OFFICIAL SEAL" LARRY M. SNOUFFER Notary Public, State of Himois My Commission Expires 3/1/95

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 LISSA BRENDEL, personally known to me to be the ASST. VICE-PRESIDENT, of Avondale Federal Savings Bank whose name is subscribed to the foregoin, agreement, appeared before me this day in person and acknowledged that, as such officer, le 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 SEPTEMBER,

1993.

MACKI MEREDITH NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 7/29/96

This document was prepared by and after recording return to:

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

*C:\MODAGREE.DOC

LEGAL DESCRIPTION UNOFFICIAL COPY

LOT FIFTEEN IN BLOCK TWO IN NORTH EDGEBROOK, BEING A SUBDIVISION OF PART OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY ON JANUARY 31, 1931 AS DOCUMENT NUMBER 534354, IN COOK COUNTY, ILLINOIS PROPERTY TAX ID NUMBER #10-33-302-023

BER 5.

X ID NUMBE.

COCK COUNTY COCK SALED 21.7

OFFICE

PROPERTY ADDRESS:

LOAN NUMBER: 700039479

LEGAL 03/06/93