

UNOFFICIAL COPY

94220214

70-001452-2

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, IN 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

A. WHEREAS, Grantor and Lender 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");

B. WHEREAS, such Mortgage was recorded in COOK County Illinois on OCTOBER 6, 1988 as Document No. LR.3744372 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:

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

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

DEPT-11 \$25.50
T#7777 TRAN 6964 03/10/94 10:59:00
#1585 # DW *-94-220214
COOK COUNTY RECORDER

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

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, assigns, heirs and personal representative 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.

RE TITLE SERVICES #

94220214

25.50

LEGAL DESCRIPTION:

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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 ✓

Property of Cook County Clerk's Office 94220214

PROPERTY ADDRESS: 6705 SAUGANASH AVE
LINCOLNWOOD, IL, 60646

LOAN NUMBER: 700039479

LEGAL
03/06/93