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## MODER ZONATEN, AGRANMANN CONTRACTOR OF THE

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This Indenture, made this 18T day of FEB., 1994 by and between BANK OF MONEWOOD the owner of the mortgage or trust deed hereinafter described as MANNY & JUDITH L. ROFFMAN, HIS WIFE, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner") WITHERETH:

1. The parties hereby agree to modify the rate of interest of the indebtedness evidenced by the principal promissory note or notes of one number formy Thousand and No/100's (\$140,000.00) dated DMC. S. 1988, secured by a mortgage in the nature of a mortgage recorded JULY 30, 1992 in the office of the Recorder of Cook County, Illinois as document No. 93559389 conveying to BANK OF HOMEWOOD ortain real estate in Cook County, Illinois described as follows: follows:

UNT 14 % DELINEATED ON A SURVEY OF LOTS 2, 3, 4 AND 5 IN THE CLUB CONHOUSES PHASE 1, BRING A SUBDIVISION OF PART OF THE NORTH ONE HALF OF SECTION 2, TOWNSHIP 35 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 90504513, IN COCK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED SEXHIBIT "A" TO DECLARATION OF COMPONINIUM OWNERSHIP EXECUTED BY STEEL CITY NATIONAL PANK, A MATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMTN DATED SEPTEMBER 18, 1990 AND KNOW AS TRUST \$2.24, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OOK COUNTY, ILLINOIS, AS DOCUMENT NO. 91-013487 AS AMENDED BY DOCUMENT NO. 91-318880 TOGETHER WITH ITS UNDIVIDED PERCHNTAGE INTEREST IN THE COMMON ELEMENTS AS AMENDED FROM TIME TO TIME, ALL IN COOK COUNTY, ILLINOIS. GOOMILPORT OF AUTOR

PIN 31-02-102-007-1009 COMMON ADDRESS: 3604 ROBERT COURT HAZEL CREST, IL

- indebtedness is 2. The amount unpaid on remaining \$108,471.64.
- 3. Said remaining indebtedness of \$100,417.4. shall be paid on or before AUG. 1, 2002 at the rate of \$970.49 Principal and Interest payable monthly and the Owner in consideration of such modification promises and agrees to pay the entire indebtedness recured by said mortgage or trust deed as and when therein provided as hereby extended, and to pay interest thereon monthly until AUG. 1, 2002 at the rate of 7.00 per cent per annum, and thereafter, until maturity of said principal sum as hereby modified at the rate of 7.00 per cent per annum and interest after maturity at the rate of 7.00 per cent per annum: and to pay both principal and interest in the coin or currency provided for the mortgage or trust deed herein bove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of said principal note or notes may from time to time in writing appoint, and in default of such appointment, then at BANK OF HOMEWOOD.
- 4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest therein shall without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said modification has not been granted.

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5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all right and benefits under and by the virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

MANNY HOFFMANN

JODITH L. HOFFMANN

DEPT-01 RECORDING: \$23.50
THOUSE TRAN-951(1 03/28/94 12:47:00
H3146 N JES #-94-277497
COUNTY RESORDER

DOOMSHOH TO MIKE

STATE OF \_\_\_\_\_\_ Illinois \_\_\_\_\_\_ S

Julie L. Maggio a Notary Public in and for said County in the State aforesaid, DO HERED! CERTIFY that Manny and Judith L. Hoffman personally known to me to be the same persons whose names subscribed to the roragoing instrument appreared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 24th day of

February , 1994

Notary Public Property

MODIFICATION AGREEMENT BANK OF HOMEWOOD 2034 RIDGE ROAD HOMEWOOD, TL 60430 " OFFICIAL SEAL "
JULIE L. MAGGIO
NOTARY PUBLIC, STATE OF ILLINDIS
MY COMMISSION EXPIRES 3/12/94

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