

94280798

71-003811-7

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of DECEMBER 23, 1993 by and between RUTH K. VENETOS, whose address is 1570 GREENWOOD ROAD, GLENVIEW, IL 60025 ("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 JANUARY 31, 1989 (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 JANUARY 31, 1989, in the original principal amount of \$25,000.00 (the "Note");

B. WHEREAS, such Mortgage was recorded in COOK County Illinois on FEBRUARY 7, 1989 as Document No. LR 372093 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, futher agreeing to the following:

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

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FIRST PARAGRAPH SHALL READ... "MAXIMUM AMOUNT OF THE AVONDALE PRIME LOAN" BEING THE PRINCIPAL SUM OF TWENTY FIVE THOUSAND AND NO/00-----DOLLARS...(\$25,000.00)

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

SECOND PARAGRAPH SHALL READ...BORROWER IS INDEBTED TO LENDER IN THE PRINCIPAL SUM OF TWENTY FIVE THOUSAND AND NO/00-----DOLLARS (\$25,000.00)...IF NOT SOONER PAID, DUE AND PAYABLE ON DECEMBER 22, 1998.

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C. Miscellaneous.

1. Ratification. Except as amednded 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 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 shll 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 RECORDINGS \$23.50
T#9999 TRAN 3255 03/29/94 14:39:00
#9527 #-94-280798
COOK COUNTY RECORDER

2350

RE TITLE SERVICES # R3-1714

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 4 2 0 0 7 9 8

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:

Ruth K. Venetos
RUTH K. VENETOS

LENDER:

AVONDALE FEDERAL SAVINGS BANK

By: *L. Brendel*
Its: ASST. VICE PRESIDENT *ew*

STATE OF ILLINOIS

COUNTY OF COOK

SS.

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that RUTH K. VENETOS, 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 10 day of January, 1994

Marlene Fjallberg
Notary Public

OFFICIAL SEAL
MARLENE FJALLBERG
Notary Public, State of Illinois
My Commission Expires 10/7/95

94060758

STATE OF ILLINOIS

COUNTY OF

SS.

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 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 TWENTY THIRD day of DECEMBER, 1993.

Shirley J. Wozni-Hasek
Notary Public

This document was prepared by and after recording return to:

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

OFFICIAL SEAL
SHIRLEY J. WOZNI-HASEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 27, 1994

UNOFFICIAL COPY
EXHIBIT "A"

LEGAL DESCRIPTION:

THE WEST 240 FEET OF THE EAST 290 FEET OF THE SOUTH 150 FEET
OF THE NORTH 180 FEET OF THE NORTH 20 ACRES OF THE SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 42
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN Cook County, IL
PIN # 04 28 302 1008

Property of Cook County Clerk's Office

PROPERTY ADDRESS: 1570 GREENWOOD
GLENVIEW, IL, 60025

LOAN NUMBER: 710038117

LEGAL
03/06/93

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