



When Recorded Return To:

Avondale Fed. Bank
20 N. Clark
Chgo. IL 60602

907 179 4 002

95573800

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COOK COUNTY RECORDER

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LOAN NO. 95A00124

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of AUGUST 1, 1995 by and between
NORAH G BRENNAN, *Avondale*

whose address is 4621 N KNOX
CHICAGO, IL 60630

("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 5, 1990 (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 5, 1990, in the original principal amount of \$10,000.00 (the "Note");
- B. WHEREAS, such Mortgage was recorded in COOK County Illinois on SEPTEMBER 5, 1990 as Document No. 90444249 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 TEN THOUSAND AND 00/100

DOLLARS

(\$ 10,000.00) DUE AND PAYABLE ON AUGUST 1, 2000

SECOND PARAGRAPH WHICH IS NUMBERED "2. PAYMENT CALCULATION AND DATES" SHALL READ: "... SHALL BE DUE AND PAYABLE ON AUGUST 1, 2000

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

KX

SECOND PARAGRAPH SHALL READ "...BORROWER IS INDEBTED TO LENDER IN THE PRINCIPAL SUM OF

TEN THOUSAND AND 00/100

DOLLARS

(\$ 10,000.00) ... IF NOT SOONER PAID, DUE AND PAYABLE ON AUGUST 1, 2000

KX

SECOND PARAGRAPH SHALL READ: "...WITH THE BALANCE OF THE INDEBTEDNESS, IF NOT SOONER PAID, DUE AND PAYABLE ON AUGUST 1, 2000

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 aspects 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, assignees, heirs and personal representative and shall insure 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.

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 MORTGAGED PROPERTY.

GRANTOR:

Norah G. Brennan (Seal)

NORAH G BRENNAN

(Seal)

(Seal)

(Seal)

LENDER:

Wayne E Biver

By: WAYNE E BIVER

Its: VICE PRESIDENT

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STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that

NORAH G. BRENNAN A widow

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 HE/SHE/THEY signed and delivered said agreement as HIS/HER/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.

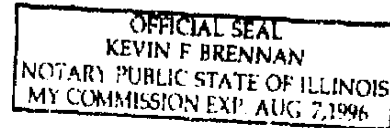
Given under my hand and notarial seal this 7th day of AUGUST

Kevin F Brennan

Notary Public

My Commission expires: 8-7-96

STATE OF ILLINOIS)
) SS.
COUNTY OF)



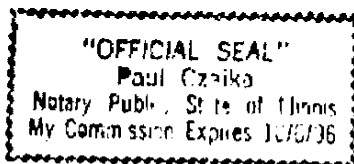
I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that WAYNE E. BIVER personally known to me to be the VICE PRESIDENT of Avondale Federal Savings Bank whose name is subscribed to the foregoing agreement, appeared before me this day in person and acknowledged that HE/SHE signed and delivered said agreement as HIS/HER 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 7th day of AUGUST, 1995

Paul Czajka

Notary Public

My Commission expires:



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Loan Number: 95A00124

EXHIBIT A

The property covered by this Modification Agreement is more specifically described as:

THE NORTH 20 FEET OF LOT 16 AND THE SOUTH 15 FEET OF LOT 17 IN BLOCK 16
IN MONTROSS IN SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-15-111-011-0000

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