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DEPT-01 RECORDING 127.50
150011 TRAN 8442 10/10/95 11:14:00
45574 & RV *-95-684092
COOK COUNTY RECORDER

#70-024158-8

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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT to be effective as of AUGUST 13, 1995, by and between JEROME KARP AND LINDA B. KARP, HIS WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, WHOSE ADDRESS IS 222 EAST CHESTNUT STREET, UNIT 12B, CHICAGO, ILLINOIS 60611 ("Grantor") and AVONDALE FEDERAL SAVINGS BANK, whose address is 20 North Clark Street, Chicago, Illinois 60602 ("Lender").

+

PREAMBLE

27.58

A. WHEREAS, Grantor and Lender have entered into a mortgage dated AUGUST 14, 1990 (the "Mortgage") with respect to certain real property 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 AUGUST 14, 1990, in the original principal amount of \$175,000.00 (the "Note");

B. WHEREAS, such Mortgage was recorded in COOK County Illinois on JANUARY 9, 1991 as Document No. 91013894 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:

THE PARAGRAPH WHICH IS NUMBERED "2. PAYMENT CALCULATION AND DATES" SHALL READ: "...SHALL BE DUE AND PAYABLE ON AUGUST 12, 2000

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

SECOND PARAGRAPH SHALL READ: "...WITH THE BALANCE OF THE INDEBTEDNESS, IF NOT SOONER PAID, DUE AND PAYABLE ON AUGUST 12, 2000

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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, assignees, heirs and personal representatives 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.

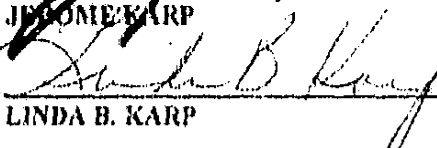
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT, AND GRANTOR AGREES TO ITS TERMS, HEREBY WAIVING AND RELEASING ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS WITH RESPECT TO SAID MORTGAGED PROPERTY.

GRANTOR:



JEROME KARP

DATE SIGNED:



LINDA B. KARP

DATE SIGNED:

LENDER:

AVONDALE FEDERAL SAVINGS BANK

By:



Wayne E. Biver

Its:

VICE-PRESIDENT

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STATE OF ILLINOIS

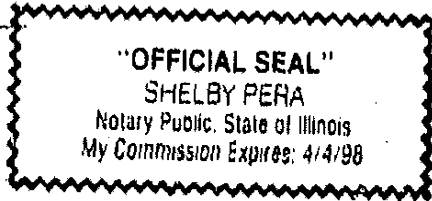
SS.

COUNTY OF

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that JEROME KARP and LINDA B. KARP, 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 11 day of September, 1995.

Shelby Pera
Notary Public



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 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, as such officer, (s)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.

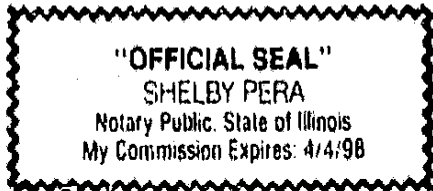
Given under my hand and notarial seal this 19th day of September, 1995.

Paul Czajka
Notary Public



This document was prepared by and after recording return to:

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



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EXHIBIT "A"

LEGAL DESCRIPTION:

UNIT 13B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 222 EAST CHESTNUT CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 24933769, IN THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

PROPERTY TAX NUMBER: 17-03-221-011-1048

PROPERTY ADDRESS: 222 EAST CHESTNUT ST, #13B
CHICAGO, IL 60611

LOAN NUMBER: 70-024150-8

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