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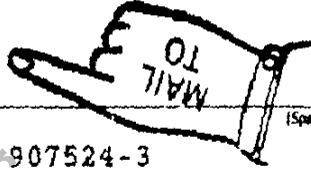
Prepared by:

35702040

When Recorded Return To:

AVONDALE FEDERAL SAVINGS BANK
20 N. CLARK STREET
CHICAGO, IL 60602

DEPT OF RECORDING 300.50
TAXES TRAIL 10/10 95 11/7/95
FEE \$ 0.00 * 50-702040
COOK COUNTY RECORDER



(Space Above This Line For Recording Data)

LOAN NO. 70-907524-3

A0075710

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of **SEPTEMBER 25, 1995** by and between
ELISEO V ZERRUDO AND FLORES D ZERRUDO, HIS WIFE, AS JOINT
TENANTS

whose address is **733 N BEVERLY LANE**
ARLINGTON HEIGHTS, IL 60004

27.50

("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 **NOVEMBER 8, 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 **NOVEMBER 8, 1990**, in the original principal amount of **\$39,000.00** (the "Note");
- B. WHEREAS, such Mortgage was recorded in **COOK** County Illinois on **DECEMBER 13, 1990** as Document No. **90607357** 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 THIRTY-NINE THOUSAND AND 00/100

DOLLARS

(\$ **39,000.00**) DUE AND PAYABLE ON **SEPTEMBER 1, 2005** . . ."

SECOND PARAGRAPH WHICH IS NUMBERED "2. PAYMENT CALCULATION AND DATES" SHALL READ: "...SHALL BE DUE AND PAYABLE ON **SEPTEMBER 1, 2005** . . ."

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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 THIRTY-NINE THOUSAND AND 00/100

DOLLARS

(\$ 39,000.00) ... IF NOT SOONER PAID, DUE AND PAYABLE ON SEPTEMBER 1, 2005"

SECOND PARAGRAPH SHALL READ: "...WITH THE BALANCE OF THE INDEBTEDNESS, IF NOT SOONER PAID, DUE AND PAYABLE ON SEPTEMBER 1, 2005 ."

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:

Eliseo V Zerrudo (Seal)
ELISEO V ZERRUDO

Flores D Zerrudo (Seal)
FLORES D ZERRUDO

(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
ELISEO V ZERRUDC AND FLORES D ZERRUDO , HIS WIFE, AS JOINT TENANTS

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 25th day of Sept, 1995



Paul Czajka
Notary Public

My Commission expires:

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 25th day of Sept, 1995



Paul Czajka
Notary Public

My Commission expires:

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Loan Number: 70-907524-3

EXHIBIT A

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

THE NORTH 100 FEET OF THE SOUTH 180 FEET OF THE WEST 213.96 FEET OF LOT 3 IN BLOCK 4 IN ARLINGTON FARMS, BEING A SUBDIVISION OF THE EAST 60 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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