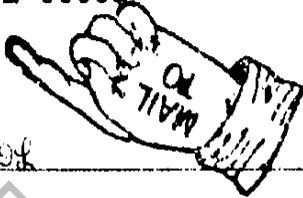


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95754890

When Recorded Return To:
AVONDALE FEDERAL SAVINGS BANK
20 N. CLARK STREET
CHICAGO, IL 60602

DEPT-01 RECORDING \$27.50
74010 TRAN 3215 11/03/95 14:43:00
\$1484 + COJ * - 95 - 754890
COOK COUNTY RECORDER



907394 1/10/95

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LOAN NO. 72-900840-0

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of **OCTOBER 20, 1995** by and between
WAYNE P SKOPEK AND ELEANORE J SKOPEK, HIS WIFE, AS JOINT TENANTS

8750-12

whose address is **3620 W 61ST STREET
CHICAGO, IL 60629**

("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 **OCTOBER 15, 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 **OCTOBER 15, 1990**, in the original principal amount of **\$23,300.00** (the "Note");
- B. WHEREAS, such Mortgage was recorded in **COOK** County Illinois on **OCTOBER 26, 1990** as Document No. **90524545** 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: **95754890**

FIRST PARAGRAPH SHALL READ "... MAXIMUM AMOUNT OF THE AVONDALE PRIME LOAN BEING THE PRINCIPAL SUM OF **TWENTY-THREE THOUSAND THREE HUNDRED AND 00/100** DOLLARS (\$ **23,300.00**) DUE AND PAYABLE ON **OCTOBER 14, 2000** . . ."

SECOND PARAGRAPH WHICH IS NUMBERED "2. PAYMENT CALCULATION AND DATES" SHALL READ: "...SHALL BE DUE AND PAYABLE ON **OCTOBER 14, 2000** . . ."

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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-THREE THOUSAND THREE HUNDRED AND 00/100

DOLLARS

(\$ 23,300.00) ... IF NOT SOONER PAID, DUE AND PAYABLE ON OCTOBER 14, 2000"

SECOND PARAGRAPH SHALL READ: "...WITH THE BALANCE OF THE INDEBTEDNESS, IF NOT SOONER PAID, DUE AND PAYABLE ON OCTOBER 14, 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:

Wayne P. Skropek (Seal)
WAYNE P SKROPEK

Eleanore J. Skropek (Seal)
ELEANORE J SKROPEK

____ (Seal)

____ (Seal)

LENDER:

Wayne E. Biver
By: WAYNE E BIVER
His: VICE PRESIDENT

9875-1890

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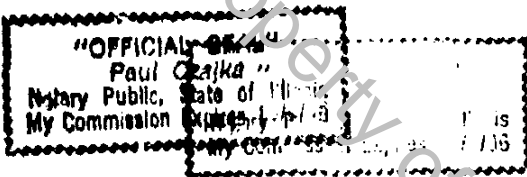
STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, **THE UNDERSIGNED**, a Notary Public in and for the County and state aforesaid, do hereby certify that
WAYNE P SKOPEK AND ELEANORE J SKOPEK, 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

day of Oct 25, 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

day of Oct 25, 1995



Paul Czajka
Notary Public

My Commission expires:

9578-1890

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Loan Number: 71-900840-0

EXHIBIT A

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

LOT 37 AND THE WEST 12 1/2 FEET OF LOT 38 IN BLOCK 2 IN FISHELL'S ADDITION TO CHICAGO LAWN BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE EAST 1/4 OF THE EAST 50 FEET THEREOF OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 19-14-315-035-0000

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