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COOK COUNTY RECORDER

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of JANUARY 30, 1995 by and between DENISE V. JOHNSON, DIVORCED AND NOT SINCE REMARRIED, whose address is 2629 N. HAMPTON CT., #505, CHICAGO, IL. 60614 ("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 FEBRUARY 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 FEBRUARY 15, 1990, in the original principal amount of \$ 8,100.00 (the "Note");

B. WHEREAS, such Mortgage was recorded in COOK County Illinois on FEBRUARY 28, 1990 as Document No. 90093335 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 FOURTEEN THOUSAND AND NO/00-----DOLLARS...(\$14,000.00) ... DUE AND PAYABLE ON FEBRUARY 1, 2000..."

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 FOURTEEN THOUSAND AND NO/00-----DOLLARS (\$14,000.00)...IF NOT SOONER PAID, DUE AND PAYABLE ON FEBRUARY 1, 2000.

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[Signature]

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PROPERTY

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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 representative 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:

Denise Johnson
DENISE V. JOHNSON

LENDER:

AVONDALE FEDERAL SAVINGS BANK

By: *William E. [Signature]*
Its: VICE-PRESIDENT

STATE OF ILLINOIS

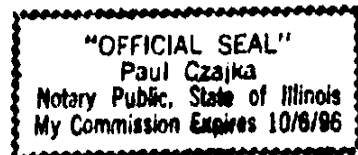
SS.

COUNTY OF COOK

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that DENISE V. JOHNSON, DIVORCED AND NOT SINCE REMARRIED, 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 30th day of Jan, 1995.

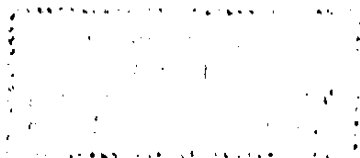
Paul Czajka
Notary Public



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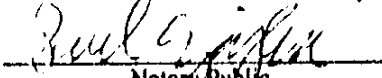
STATE OF ILLINOIS

SS

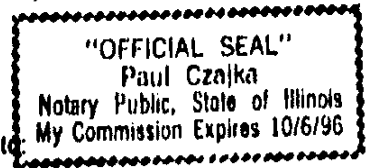
COUNTY OF

I, THE UNDERSIGNED, a Notary Public in and for the County and State aforesaid, do hereby certify that WAYNE 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, 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 THIRTIETH day of JANUARY, 1995.



Notary Public



This document was prepared by and after recording return to:

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

*CAMODAGREE.DOC

MAIL TO



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Unit 505 together with an undivided 1.688 percent interest in the common elements in 2629 Hampton Court Condominium as delineated and defined in the Declaration recorded as Document 25992314 in the Southwest quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 14-28-318-069-1056

ADDRESS:

2629 N. HAMPTON CT. #505
CHICAGO, IL 60614

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