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 - COOK COUNTY RECORDER

71-007813-9

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of JANUARY 24, 1995 by and between MICHAEL S. FROMAN AND GLORIA S. FROMAN, HIS WIFE, whose address is 3112 TEMPLE LANE, WILMETTE, IL 60001 (Grantor") and AVONDALE FEDERAL SAVINGS BANK, whose address is 20 North Clark Street, Cancago, Illinois 60602 ("Lender").

PREAMBLE

- A. WHEREAS, Grantor and Lender hay: entered into a mortgage dated JANUARY 25, 1990 (the "Mortgage") with respect to certain real property is set forth on the attached Exhibit A (the "Mortgaged Property") as security for certain obligations of Grantor to Lender as evidenced by Grantor's Prontissory Note dated JANUARY 25, 1990, in the original principal arrount of \$100,000.00 (the "Note");
- B. WHEREAS, such Mortgage was recorded in COOK County Illinois on FEBRUARY 14, 1990 as Document No. 90-074035 and
- C. WHEREAS, Grantor and Lender wish to amend the Mortgage nort 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 JANUARY 1, 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 JANUARY 1, 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.
- 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: AWS OF THE STATE OF ILLINOIS WITH RESPECT TO SAID MORTGAGED PROPERTY.

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GRANTOR:	
* Muhack thuman DATE SIGNED: 1/25/95	
MICHAEL S. FROMAN	
X Varia S. Froman. DATE SIGNED:	
GLORIA S. FROMAN	
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LENDER:	
AVONDALE FEDERAL SAVINGS BANK	
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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 MICHAEL S. FROMAN AND GLORIA S. FROMAN, HIS WIFE, 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 25th day of 2011, 1994

STATE OF ILLINOIS

COUNTY OF COOK

SS.

"OFFICIAL SEAL"
Paul Czajka
Notary Public, State of Himois
My Commission Explos 10/6/96

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 efficer, (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 TWINTY-FOURTH day of JANUARY, 1995.

Notary Public

This document was prepared by and after recording court

"OFFICIAL SEAL" "
Paul Czajka
Paul Czajka

Notary Public, State of Himsis My Commission Expires 10/6/96

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

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LEGALLY DESCRIBED AS:

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-31-40.
OPERATOR COUNTY CLORATS OFFICE PIN #05-31-408-171-0000

Property of County Clerk's Office