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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 60091 ("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 JANUARY 25, 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 JANUARY 25, 1990, in the original principal amount 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 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 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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PROPERTY TAX AGREEMENT

This document is a copy of the original document filed with the Cook County Clerk's Office. It is not a legal document and should not be used for legal purposes. The original document is the only authoritative source of information.

PROPERTY TAX

The property tax is levied on the property described in the attached schedule. The tax is payable on or before the date specified in the schedule. Failure to pay the tax on time may result in penalties and interest.

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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:

X Michael S. Froman

DATE SIGNED:

1/25/95

MICHAEL S. FROMAN

X Gloria S. Froman

DATE SIGNED:

GLORIA S. FROMAN

LENDER:

AVONDALE FEDERAL SAVINGS BANK

By:

William E. ...

Its:

VICE-PRESIDENT

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STATE OF ILLINOIS

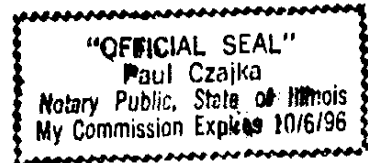
SS.

COUNTY OF

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that 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 Jan, 1994.

Paul Czajka
Notary Public



STATE OF ILLINOIS

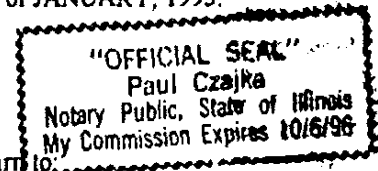
SS.

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 TWENTY-FOURTH day of JANUARY, 1995.

Paul Czajka
Notary Public



This document was prepared by and after recording

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



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LEGALLY DESCRIBED AS:

LOT 9 IN THE ARBORS OF WILMETTE A SUBDIVISION OF PART OF
GERIG'S SUBDIVISION AND LOT 1 OF GERIG'S SUBDIVISION UNIT
NO. 2 IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 31,
TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN
IN THE VILLAGE OF WILMETTE IN COOK COUNTY, ILLINOIS.

PIN #00-31-408-171-0000

Property of Cook County Clerk's Office

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TO THE HONORABLE CLERK OF THE COURT OF COMMON PLEAS
COUNTY OF COOK, ILLINOIS
FOR THE DEPOSIT OF THE ORIGINAL AND TWO COPIES OF THE
MAGISTRATE JUDGE'S REPORT AND RECOMMENDATION IN THE
CASE OF [REDACTED]

Property of Cook County Clerk's Office

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