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

DEPT-11 TORRENS 327.50
140015 TRAN 5004 07/24/96 14408300
41157 : CT * -96-566560
COOK COUNTY RECORDER

-96-566560

AS 780901
LOAN NO. 71-910014-0

(Place Above This Line for Recording Date)

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of **MARCH 4, 1996** by and between
FIRST NAT'L BANK OF DES PLAINES As used herein, any reference to
First National Bank of Des Plaines
shall mean **FIRST BANK NATIONAL ASSOCIATION,**
whose address is **720 S EVERGREEN** its successor through merger.
ARLINGTON HEIGHTS, IL 60005

("Grantor") and AVONDALE FEDERAL SAVINGS BANK, whose address is 20 North Clark Street, Chicago, Illinois 60602 ("Lender"),

96566560

PREAMBLE

- A. WHEREAS, Grantor and Lender have entered into a mortgage dated **MARCH 29, 1991** (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 **MARCH 29, 1991** in the original principal amount of **\$63,000.00** (the "Note");
- B. WHEREAS, such Mortgage was recorded in **COOK** County Illinois on **APRIL 1, 1991** as Document No. **LR-3953145** 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 **SIXTY-THREE THOUSAND AND 00/100** DOLLARS (\$ **63,000.00**) DUE AND PAYABLE ON **MARCH 1, 2006** ..."

SECOND PARAGRAPH WHICH IS NUMBERED "2. PAYMENT CALCULATION AND DATES" SHALL READ: "...SHALL BE DUE AND PAYABLE ON **MARCH 1, 2006** ..."

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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

SIXTY-THREE THOUSAND AND 00/100

DOLLARS

(\$ 63,000.00) ... IF NOT SOONER PAID, DUE AND PAYABLE ON MARCH 1, 2006

SECOND PARAGRAPH SHALL READ: "...WITH THE BALANCE OF THE INDEBTEDNESS, IF NOT SOONER PAID, DUE AND PAYABLE ON MARCH 1, 2006

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 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:

James D. Weiss (Seal)
FIRST NAT'L BANK OF DES PLAINES
as Trustee under Trust Number 41691161,
and not personally (Seal)

Executed and delivered by First Bank National Association, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each one of the undertakings and agreements herein made, are made or filed and not a personal undertaking and agreement of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the capacity of the trustee as conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability if any born, hereby expressly waived and released by all other parties hereto and those claiming by, through, or under them.

____ (Seal)
____ (Seal)

LENDER:
Exoneration provision restricting any liability of First Bank National Association, either affixed on this or on the reverse side hereof or attached hereto, is expressly made a part hereof.

Wayne E Biver
By: WAYNE E BIVER
Its: VICE PRESIDENT

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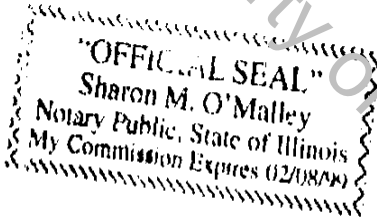
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STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, THE UNDERSIGNED, a Notary Public in and for the County and state aforesaid, do hereby certify that
FIRST NAT'L BANK OF DES PLAINES

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 7th day of March, 1996.



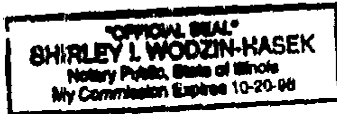
Sharon M. O'Malley
Notary Public
My Commission expires: 02/08/99

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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 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 _____



Shirley L. Woodin-Hasek
Notary Public
My Commission expires _____

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COOK COUNTY CLERK'S OFFICE
JAN 15 2013 10:13 AM
CHICAGO, IL 60601

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Loan Number: 71-910014-0

EXHIBIT A

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

LOT 262 (EXCEPT THE NORTH 10 FEET THEREOF) AND LOT 263 (EXCEPT THE SOUTH 25 FEET THEREOF) IN H. ROY BERRY COMPANY'S LADDYMONT TERRACE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 31 AND PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN #03-32-310-035 VOL 234

THIS INSTRUMENT IS BEING PLACED
OF RECORD BY INTERCOUNTY TITLE
AS AN ACCOMMODATION ONLY. NO
EXAMINATION AS TO ITS VALIDITY
HAS BEEN MADE.

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