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DEPT-01 RECORDING 127.30
T#0001 TRAN 7494 01/16/97 12:14:00
#7029 RC #97-034259
COOK COUNTY RECORDER

A 97034259

MODIFICATION AGREEMENT

Loan Number: 150003007072

THIS MODIFICATION AGREEMENT dated as of January 7, 1997 by and between
MARY GARDNER and NAICY HARLING
whose address is 1103 S KNIGHT AVE, PARK RIDGE, IL 60068
("Grantor") and AVONDALE FEDEFAL SAVINGS BANK, whose address is 800 Roosevelt Rd., Building E,
Ste. 300, Glen Ellyn, Illinois 60137 ("Lender"),

PREAMBLE

- A. WHEREAS, Grantor and Lender have entered into a mortgage dated February 10, 1992 ("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 or Account Agreement dated February 10, 1992, in the original principal amount of \$ 25,000 (the "Note" or "Account Agreement"),
- B. WHEREAS, such Mortgage was recorded in COOK County Illinois, on February 18, 1992 as Document Number 92-100577 (or Book/Volume Page) and,
- C. WHEREAS, Grantor and Lender wish to amend the Mortgage and Note or Account Agreement 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:

AMENDMENTS TO NOTE OR ACCOUNT AGREEMENT

The Note or Account Agreement is hereby amended as of the date hereof as follows:

On the Note, in the first paragraph on the first page, the principal loan amount shall hereby be \$ 25,000 and shall hereby be due and payable on February 1, 2007
- OR -

On the Account Agreement, on the fifth page, the maximum credit line shall hereby be \$ 25,000 and the initial expiration date shall hereby be February 1, 2007. In the fifth paragraph on the first page, the Annual Percentage Rate shall hereby be determined by adding 1.500 % to the Prime Rate.

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AMENDMENTS TO MORTGAGE

The Mortgage is hereby amended as of the date hereof as follows:

In the second paragraph on the first page, the principal loan amount shall hereby be \$ 25,000 and the maturity date (or the final maturity date) shall hereby be February 1, 2007

MISCELLANEOUS

1. **Ratification.** Except as amended hereby, the Note or Account Agreement 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 or Account Agreement 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 VERTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS WITH RESPECT TO SAID MORTGAGES PROPERTY.

GRANTOR:

Mary Gardner
MARY GARDNER

Nancy Harling
NANCY HARLING

STATE OF _____)
COUNTY OF COOK) SS

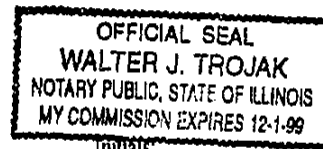
I, undersigned, a Notary Public in and for said County, personally certify that the above named persons, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/seh/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7 day of Jan, 97.

Walter Trojak
Notary Public

My Commission Expires: _____

Print Name: _____



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LENDER:

AVONDALE FEDERAL SAVINGS BANK

[Signature]

By: KEVIN ELLIS

Its: MANAGER

STATE OF ILLINOIS)

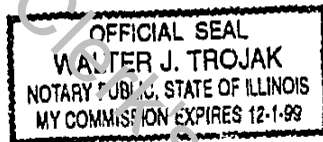
COUNTY OF Cook) SS

This instrument was acknowledged before me on this 7 day of Jan, 97
by KEVIN ELLIS of Avondale Federal Savings Bank, MANAGER

[Signature]
Notary Public

My commission expires: _____

Print Name



This Instrument Prepared by and should be returned to:

Avondale Federal Savings Bank
800 Roosevelt Road
Building E, Suite 300
Glen Ellyn, IL 60137

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EXHIBIT "A"

LEGAL DESCRIPTION:

LOT 24 AND THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 24 IN BLOCK 11 IN HULBERT DEVONSHIRE TERRACE, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY TAX NUMBER: 09-35-322-005 /

PROPERTY ADDRESS: 1103 S KNIGHT AVE, PARK RIDGE, IL 60068

LOAN NUMBER: 1500030007072

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