

97335483

. SEPT-01 RECORDING \$27.50
. T50007 TRAN 8569 05/14/97 11:33:00
. #3860 SK *-97-338483
. COOK COUNTY RECORDER

A010055L **MODIFICATION AGREEMENT**

Loan Number: 15009 (0)17558

27.50
a

THIS MODIFICATION AGREEMENT dated as of April 25, 1997 by and between
ALEJANDRO V CRUZ and ANN CRUZ

whose address is 302 OAKWOOD LANE, WILLOW SPRINGS, IL 60480
("Grantor") and AVONDALE FEDERAL SAVINGS BANK, whose address is 800 Roosevelt Rd., Building E,
Ste. 300, Glen Ellyn, Illinois 60137 ("Lender"), and LaSalle National Bank, Trustee as Assignee.

PREAMBLE

- A. WHEREAS, Grantor and Lender have entered into a mortgage dated September 1, 1995 ("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 September 1, 1995, in the original principal amount of \$ 39,600 (the "Note" or "Account Agreement").
- B. WHEREAS, such Mortgage was recorded in COOK County Illinois, on September 11, 1995 as Document Number 95605720 (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:

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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 \$ 39,600 and shall hereby be due and payable on November 1, 1999
- OR -

On the Account Agreement, on the fifth page, the maximum credit line shall hereby be \$ 39,600 and the initial expiration date shall hereby be November 0, 1999. In the fifth paragraph on the first page, the Annual Percentage Rate shall hereby be determined by adding 5.250 % to the Prime Rate.

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

[Signature]

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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 \$ 39,600
and the maturity date (or the final maturity date) shall hereby be September 1, 2005

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 Assignors, 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 VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS WITH RESPECT TO SAID MORTGAGES PROPERTY.

GRANTOR:

Alejandro V Cruz
ALEJANDRO V CRUZ

Alex Cruz
ALEX CRUZ

STATE OF Illinois)
COUNTY OF Cook) SS

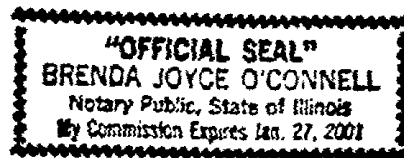
I, Brenda Joyce O'Connell, a Notary Public in and for said County, personally certify that the above named persons, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/sch/they signed 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 26th day of April, 1997.

Brenda Joyce O'Connell
Notary Public

My Commission Expires: 1-27-2001

Print Name: Brenda Joyce O'Connell



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LENDER:

AVONDALE FEDERAL SAVINGS BANK and assigned to LaSalle National Bank, as Trustee of Avondale Federal Savings Bank Revolving Home Equity Loan Asset-Backed Certificates Series 1996-1.

LASALLE NATIONAL BANK, AS TRUSTEE
by Avondale Federal Savings Bank
It's Attorney-in-fact

BY: Wayne River
Vice President

STATE OF ILLINOIS

COUNTY OF W. Page SS

Attest: [Signature]
Manager

This instrument was acknowledged before me on this 24th day of April
by WAYNE RIVER as VICE PRESIDENT of Avondale Federal Savings Bank.

Paul Czajka
Notary Public

My commission expires: _____

Paul Czajka
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



97053483

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EXHIBIT "A"

LEGAL DESCRIPTION:

LOT 1 OF CRUZ'S SUBDIVISION RESUBDIVISION OF LOT 5 IN
BLOCK 50 IN MOUNT FOREST, IN SECTION 33, TOWNSHIP 38 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS, AS PER PLAT RECORDED MARCH 6, 1997 AS DOCUMENT NUMBER
97153308

Property of Cook County Clerk's Office

PROPERTY TAX NUMBER: 18-33-418-001

PROPERTY ADDRESS: 302 OAKWOOD AVE, WILLOW SPRINGS, IL 60480

LOAN NUMBER: 1500040017558

ARLEGLS/06

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