

When recorded return to:
 Avondale Federal Savings Bank
 900 S. Frontage Road, Suite 120
 Woodridge, IL 60517

98773163

1998-08-31 11:22:23
 Cook County, IL

MODIFICATION AGREEMENT

Loan Number: 1500030007726

INTENCOUNTY
 EXPRESS
 by and between

THIS MODIFICATION AGREEMENT dated as of 31-JULY-1998
 GREG D RUBIANO and MARIANNE RUBIANO HIS WIFE AS JOINT TENANTS

whose address is 3035 W EDDY STREET
 CHICAGO IL 60641

("Grantor") and AVONDALE FEDERAL SAVINGS BANK, whose address is 900 S. Frontage Road, Suite 120, Woodridge, Illinois 60517 ("Lender").

PREAMBLE

A Whereas, Grantor and Lender have entered into a mortgage dated 19-May-1988 ("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 19-May-1988, in the original principal amount of \$10,000.00 (the "Note" or "Account Agreement").

B. Whereas, such Mortgage was recorded in Cook County, IL, on 4-Jun-1988 as Document Number 88-257102 (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 \$10,000.00 and shall hereby be due and payable on 1-Jan-2008

- OR -

On the Account Agreement, on the fifth page, the maximum credit line shall hereby be \$10,000.00 and the initial expiration date shall hereby be 1-Jan-2008. In the fifth paragraph on the first page, the Annual Percentage Rate shall hereby be determined by adding 1.75 % to the Prime Rate.

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Initials:

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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 \$10,000.00
and the maturity date (or the final maturity date) shall hereby be 1-Jan-2008

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 RELINQUISHING 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

GREG RUBIANO

MARIANNE RUBIANO

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, LINDA MARIE LIPINSKI
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/she/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 10th day of August 1998.

Notary Public

My Commission Expires: 6-15-2000

Print Name

LINDA MARIE LIPINSKI

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NOTARY PUBLIC



Initials:

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LENDER:**AVONDALE FEDERAL SAVINGS BANK**

114.

WAYNE DIVER

PTS: VICE PRESIDENT

STATE OF ILLINOIS

COUNTY OF

This instrument was acknowledged before me on this 3rd day of Aug 1979 by
WAYNE DIVER as VICE PRESIDENT of Avondale Federal Savings Bank

Notary Public

Print Name

My Commission Expires:



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Property of Cook County Clerk's Office

LEGAL DESCRIPTION

98773163

PROPERTY TAX NUMBER(S):

PROPERTY ADDRESS 6035 W EDDY STREET

CHICAGO

IL

60641

LOAN NUMBER 1500030007726

LEGAL DESCRIPTION:

THE WEST 1/2 OF LOT 5 IN BLOCK 3 IN HIELD AND MARTIN'S ADDISON AVENUE SUBDIVISION
OF THE NORTH 1/3 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 40
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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