UNOFFICIAL COPS 15543

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

1998-09-14 11:33:24

Cook County Recorder

27,50



MODIFICATION AGREEMENT

TO X PRESS

Loan Number: 15000300011255

THIS MODIFICATION AGREEMENT dated as of 1.7-AUG-98 by and between DAVID HATKINSON AND MARY JO ATKINSON MARRIED TO EACH OTHER AS JOINT TENANTS

whose address is

6705 N SAUGANASH AVENUE

LINCOLNWOOD

II. 60646-

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

PREAMBLE

- A. Whereas, Grantor and Lender have entered to a mortgage dated 9-Sep-1986 ("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 9-Sep-1986, in the original principal amount of \$150,000.00 (the "Note" or "Account Agreement").
- B. Wheras, such Mortgage was recorded in Cook County, II. on 6-Oct-1986 as Document Number 94-220214 (or Book/Volume Page) and,
- C. Whereas, Gramor and Lender wish to amend the Mortgage and Note or Accord Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained hereir. 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 \$150,000.00 and shall hereby be due and payable on 1-Sep-2008

-OR-

On the Account Agreement, on the fifth page, the maximum credit line shall hereby be \$150,000.00 and the initial expiration date shall hereby be 1-Sep-2008 . In the fifth paragraph on the first page, the Annual Percentage Rate shall hereby be determined by adding 1.00 % 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 and the maturity date (or the final maturity date) shall hereby be 1-Sep-2008

\$150,000,00

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 regarded as of the date hereof.
- 2. Definiziones 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 or Grantor shall bind its successors, assignees, heirs and personal representative and shall insure to the benefit of trader, 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 S JD MORTGAGES PROPERTY,

DAVIDAGAMETROM

SIARY TO A TONSON TO SOLO

STATE OF

GRA

Illinois Cook

COUNTY OF

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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 scal, this

3 day of September. 18.

Notary Public Print Name

I who Al Rokafall

OFFICIAL SEAL

Commission Expires:

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/11/02/1

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THE REPORT HERE AND THE PROPERTY OF THE PROPER

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UNOFFICIAL COPY 98815543 Fage 3 of 4

LENDER:

AVONDALE FEDERAL SAVINGS BANK

ITS: VICE PRESIDENT

STATE OF ILLINOIS

) SS

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is instrument was acknowledge.

/AYNE BIVER

as

Notary Public

Print Name

Part Craykm

NOTARY Pub.

LLY COMMISSION E.

PROPERTY TAX NUMBER(S):

PROPERTY ADDRESS: 6705 N SAUGANASH AVENUE

LINCOLNWOOD II. 60646-

LOAN NUMBER: 15000300011255

LEGAL DESCRIPTION:

LOT 15 IN BLOCK 2 IN NORTH EDGEBROOK, BEING A SUBDIVISION OF PLAT OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TER SCIPAL

TODORY

OF COOK COUNTY Clark'S OFFICE

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