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Cook County Recorder

27,50

an105743	MODIFICATION	AGREEMENT
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Loan Number:

250003000000408

THIS MODIFICATION AGREEMENT dated as of

04-07-1998

by and between

CATHERINE C PERRY

whose address is

IO BOTH (TEE)

WILMETTE

II. 60091

4865

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

#### PREAMBLE

- A. Whereus, Grantor and Lender have entered it to a mortgage dated 02-04-1993 ("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 02-04-1993 in the original principal amount of \$25,000.00 (the "Note" or "Account Agreement").
- B. Wheras, such Mortgage was recorded in COOK County, II on 02-24-1993 as Document Number 93-143667 (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 hereit. G antor 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:

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On the Note, in the first paragraph on the first page, the principal loan amount shall hereby be \$25,000.00 and shall hereby be due and payable on 02-01-2008

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On the Account Agreement, on the fifth page, the maximum credit line shall hereby be \$25,000.00 and the initial expiration date shall hereby be 02-01-2008. 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 02-01-2008 \$25,000.00

#### MISCELLANEOUS

- 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 regiated as of the date hereof.
- 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.
- Successors and Assignees; Joint and Several Liability. All covenants and agreements contained herein by or on behalf of Grantor shall bind its successors, assignces, heirs and personal representative and shall insure to the benefit of londer, 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 FIS 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 AD MORTGAGES PROPERTY.

CATHERINE C PERRY CATHERINE C PERRY		
STATE OF ILLINIOIS COUNTY OF COCK	) ) SS )	Option of the second of the se
to be the same person(s) whose name(s) is/are s	lly certify the subscribed to ey signed an	at the above named persons, personally known to me to the foregoing instrument, appeared before me this ad delivered the said instrument as his/her/their free

Given under my hand and notarial seal, this 94k day of April . 1948.

History Public My Commission Expires: 5/4/98 Florence A DUFF Print Name 2

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LENDER:
AVONDALE FEDERAL SAVINGS BANK
BY: WAYNE BIVER
ITS: VICE PRESIDENT
STATE OF ILL INOIS
COUNTY OF ) SS )
This instrument was acknowledged before me on this 10th day of AM, 10th by WAYNE BIVER as VICE PRESIDENT of Avondale Federal Savings Bank.
Notary Public My Commission Expires:
Print Name
Print Name
AVONDALE FCD. SAVINGS BK.
900 S. FRONTAGE RD. SUITE 120
WOODRIDGE, IL 60517
MAN 3

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PROPERTY TAX NUMBER(S):05-34-218-012 PROPERTY ADDRESS. 430 10TH STREET

WILMETTE

IL 60091

LOAN NUMBER: 1500030000408

#### LEGAL DESCRIPTION:

LOT 10 IN BLOCK 12 IN GREEN LEAF AND MORSE'S SUBDIVISION OF BLOCKS 12 13, 15, 16, 19 AND 21 IN VILLAGE OF WILMETTE IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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