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HOME IMPROVEMENT CONSTRUCTION LOAN

MORTGAGE MODIFICATION AGREEMENT

T.

THIS AGREEMENT, made this <u>19TH</u> day of <u>OCTOBER, 1990</u>, between <u>WILLIAM N. MCKINNERY AND DIANE M. MCKINNERY</u> (hereinafter called the "Borrower(s)"), and First Union Home Equity Corporation, (hereinafter called the "Lender"), WITNESSETH:

WHEREAS, the Borrower(s) executed and delivered to the Lender a Note dated <u>APRIL 27, 1990</u> in the amount of <u>SEVENTY-NINE THOUSAND</u> Dollars (\$ 79,000.00), said Note being secured by a Mortgage, Deed of Trust or Security Deed (hereinafter called the "Security Instrument") recorded in Book <u>3878069</u>, Page _, of the public records of <u>COOK</u> County, and encumbering real property described therein, and

WHEREAS, there remains to be paid on said Note held by the Lender the sum of <u>SIXTY-THREE</u> THOUSAND, FOUR HUNDRED AND 00/100'S Dollars (\$ 63,400.00), with interest from and including OCTOBER 02, 1990; and

WHEREAS, the Borrower(s) have requested the Lender to modify the terms of payment of said Note as hereinaiter agreed, and the Lender, after due deliberation, has consented in consideration of the mutual coverages hereinafter set forth.

NOW, THEREFOLE in consideration of the agreement of the Borrower(s) to modify the term of said Note, and in further consideration of the sum of Ten and No/100 dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender does hereby covenant and agree with the Borrower(s) as follows:

- 1. The date for completion of the improvements stated in the Home Improvement Construction Loan Agreement executed and daily red simultaneously with the Note and the Security Instrument described herein is changed to NOVEMBER 01, 1990.
- 2. The payment of interest only described in said Note will continue until the <u>01</u> day of <u>NOVEMBER, 1990</u>.
- 3. The commencing of the monthly in talkment of <u>NINE HUNDRED</u>, FORTY-EIGHT AND 13/100'S Dollars (\$ 948.13) is changed to the <u>IST</u> day of <u>DECEMBER 1990</u>, said Note and Scourity Instrument being hereby received and extended, and the Maturity Date is changed to <u>NOVEMBER 01, 2005</u>.
- 4. The parties to this Agreement hereby consent to the modification set forth herein, and agree that the Security Instrument shall continue to constitute a <u>SECOND</u> lien upon the property described therein and agree that said Note and Security Instrument, and all covenants and conditions therein, shall remain in full force and effect, except as specifically modified by this Agreement.
- 5. The Borrower(s) agree that the Security Instrument, as of the time of the execution of this Agreement, constitutes a valid and enforceable <u>SECOND</u> lien on the property described therein, and that the original Note is a valid and binding obligation of theirs to which they have no set-offs, counter claims, or other defenses against payment.
- 6. This Agreement shall bind jointly and severally the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed, sealed and delivered in the presence of:	
Witness	THE MEAN
Witness	Borrower(s)
Witness	Borrower(a) SEAL

----LOT ONE HUNDRED EIGHTY FOUR------(184)---

In "Scarsdale" being a Subdivision of part of the West Half () of the East Half () and part of the East Half () of the West Half () of Suction 32, Township 42 North, Range 11, East of the Third Principal Meridian.

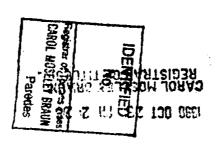
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ATTEST:	41 21
William Langleschint	By:
Assistant Secretary	Title: Vice President
· · · · · · · · · · · · · · · · · · ·	
(CORPORATE SEAL)	
STATE OF	
COUNTY OF	
1, FRANK J. KUMKOSK (county, de hereby certify that WILLIAM	P. DIANE MCKIANERY
personally appeared before me this day and a instrument.	eknowledged the due execution of the foregoing
WITNESS my hand and official Notarial Seal, this	the 19+1 day of OCT 3861, 1990
	200121
" OFFICIAL SEAL " FRANK J. KLM OSKI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2 10/11	Notary Public
My Commission Expires:	
2-10-91	
' (
STATE OF NORTH CAROLINA),
COUNTY OF Mecklenburg	4hx
This is to certify that on the <u>8th</u> day of _	October , 19 90, before
me personally came <u>Richard N. Kourey</u> personally acquainted, who, being by me duly sy	worn, says that he is the vice president
and William Gary Underwood	is the <u>assistant</u> secretary
	corporation described in and which executed the on seal of said corporation; that the seal affixed to
the foregoing instruments is said common seal,	and the name of the corporation was subscribed nt, and that saidvice president and
assistant secretary subscribed their nat	mes thereto and said common seal was affixed, all 🚡
by order of the board of directors of said corporated of said corporation.	ation, and that the said instrument is the act and
WITNESS my hand and official Notarial Seal, this	the 8th day of October 1990.
	4
	2 0
	Neary Public
My Commission Expires:	Official Seal
· ha · ·	Z. ROSANNA JUAREZ
March 19, 1994	PRINCIPAL OFFICE IN MY COMPUSSION E-PRINCIPAL MARCH 10, 1004

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