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Cook County Recorder 55.50



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MODIFICATION OF
MORTGAGE NOTE,
MORTGAGE,
ASSIGNMENT OF RENTS,
AND RELATED LOAN
DOCUMENTS

#1169-9001

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This Modification of Mortgage Note, Mortgage, Assignment of Rents and Related Loan Documents (hereinafter referred to as this "Agreement") is made as of December 15, 2000 by and among Jose Jimenez and Guadalupe Jimenez (hereinafter collectively referred to "Jimenez"), Pioneer Bank & Trust Company, n/k/a Banco Popular North America, not personally but as Trustee under Trust Agreement dated October 19, 1995 and known as Trust Number 26084 ("Trustee") (Trustee and Jimenez being hereinafter collectively referred to as "Borrowers" or "Obligors"), Pioneer Bank & Trust Company, n/k/a Banco Popular North America, not personally but as Trustee under Trust Agreement dated April 1, 1996 and known as Trust Number 26152 ("26152 Trustee") and Pioneer Bank & Trust Company n/k/a Banco Popular North America (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Trustee executed and delivered to Lender a certain Mortgage Note dated October 19, 1995 payable to the order of Lender in the principal amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00), (hereinafter referred to as the "Existing Note"); and

WHEREAS, the Existing Note is secured, *inter alia*, by (i) that certain Mortgage dated October 19, 1995, made by Trustee, as mortgagor, to Lender, as mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 24, 1995 as Document No. 95726259 (hereinafter referred to as the "Mortgage") and encumbering the property (hereinafter referred to as the "Mortgaged Property") legally described on Exhibit A, which is attached hereto and made a part hereof, (ii) that certain Assignment of Rents made by Trustee, as assignor, to Lender, as assignee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 24, 1995, as Document No.

95726260; (iii) that certain Assignment of Beneficial Interest (Including Irrevocable Right to Approve) (hereinafter referred to as the "ABI") dated October 19, 1995 and executed by Jose Jimenez and Guadalupe Jimenez as beneficiaries of Pioneer Bank & Trust Company Land Trust No. 26084; (iv) that certain Guaranty ("Guaranty") dated October 19, 1995 and executed by Jose Jimenez and Guadalupe Jimenez; and

WHEREAS, the Existing Note is further secured by (i) that certain Mortgage dated May 7, 1996, made by 26152 Trustee, as mortgagor, to Lender, as mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 14, 1996 as Document No. 96364816 (hereinafter referred to as the "26152 Mortgage") and encumbering the property (hereinafter referred to as the "26152 Mortgaged Property") legally described on Exhibit B, which is attached hereto and made a part hereof; (ii) that certain Assignment of Rents made by 26152 Trustee, as assignor, to Lender, as assignee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 14, 1996, as Document No. 96364817; (iii) that certain Mortgage dated May 7, 1996, made by Jose Jimenez and Guadalupe Jimenez, as mortgagors, to Lender, as mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 14, 1996 as Document No. 96364820 (hereinafter referred to as the "Jimenez Mortgage") and encumbering the property (hereinafter referred to as the "Jimenez Mortgaged Property") legally described on Exhibit C, which is attached hereto and made a part hereof; (ii) that certain Assignment of Rents made by Jose Jimenez and Guadalupe Jimenez, as assignors, to Lender, as assignee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 14, 1996 as Document No. 96364821 (the Existing Note, Mortgage, Assignment of Rents, ABI, Guaranty, 26152 Mortgage, 26152 Assignment of Rents, Jimenez Mortgage, Jimenez Assignment of Rents, and any and all other loan and/or security documents executed in connection therewith or herewith are hereinafter referred to as the "Loan Documents"); and

WHEREAS, the Maturity Date, of the Existing Note was extended to January 1, 2001 pursuant to and in accordance with the terms of that certain Extension Agreement executed by Borrower and Lender and dated November 1, 2000; and

WHEREAS, the parties hereto desire to amend the Loan Documents to, among other things provide for a change in the interest rate, maturity date and amortization schedule applicable to the indebtedness evidenced by the Existing Note;

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Obligors and Lender do hereby agree as

follows:

1. **AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **AMENDMENT OF EXISTING NOTE.** The Existing Note is hereby amended as follows:

2.1 All references in the Existing Note to the sum of \$600,000.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$427,892.25

2.2 Paragraph 1.2 of the Existing Note, is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

2.2 **Interest and Principal in Installments.** Interest on the unpaid principal balance of the Loan at an annual interest rate (the "Interest Rate") of Eight and 31/100 percent (8.31 %) and principal shall be due and payable in installments of Five Thousand Eight Hundred Forty One and 80/100 Dollars (\$5,841.80) each commencing on the first day of the second month immediately succeeding the first disbursement of the Loan and continuing on the first day of each and every succeeding month thereafter through, until and including January 1, 2001. Commencing on January 1, 2001, the interest rate shall be revised and reset to an at an annual interest rate (the "Revised Interest Rate") of Nine and 25/100 percent (9.25%). Thereafter, payments of principal and interest shall be due and payable in installments of Four Thousand Four Hundred Three and 83/100 Dollars (\$4,403.83) each commencing on February 1, 2001, and continuing on the first day of each and every succeeding month thereafter until the "Maturity Date" (as that term is hereinafter defined), at which time all accrued and unpaid interest shall be due and payable. Interest hereunder shall be calculated as if the Loan were being amortized over a fifteen (15) year period and on the basis of the actual number of days elapsed during the period for which interest is being charged hereunder, predicated on a year consisting of three hundred sixty (360) days. Receipt of a check shall be deemed to constitute payment hereunder, but only if the check is processed and paid in full by the institution against which the check is drawn within a commercially reasonable and customary time.

2.3 Paragraph 1.3 of the Existing Note, is hereby amended by deleting same in its entirety and inserting in lieu thereof the following:

1.3 **Principal at Maturity.** The entire unpaid principal balance of the Loan shall be due and payable on November 1, 2005 (the "Maturity Date").

2.4 All references in the Mortgage to Pioneer Bank & Trust Company are hereby deleted and substituted in lieu thereof are corresponding references to Banco Popular North America.

2.5 Except as specifically set forth to the contrary hereinabove, the Note remains unmodified and in full force and effect.

3. **AMENDMENT OF MORTGAGES.** The Mortgages are hereby amended as follows:

3.1 All references in the Mortgages to the Existing Note shall be deemed to be references

collectively to the Existing Note as amended hereby.

3.2 All references in the Mortgages to the sum of \$600,000.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$427,892.25.

3.3 All references in the Mortgages to November 1, 2000 as the date upon which final payment shall be made of all sums due and payable under the Existing Note (the "Maturity Date") are hereby deleted and substituted in lieu therefor are corresponding references to November 1, 2005 as and for the Maturity Date.

3.4 All references in the Mortgages to Pioneer Bank & Trust Company are hereby deleted and substituted in lieu thereof are corresponding references to Banco Popular North America.

3.5 Except as specifically set forth to the contrary hereinabove, the Mortgages remain unmodified and in full force and effect.

4. **AMENDMENT OF ASSIGNMENT(S) OF RENTS.** The Assignment(s) of Rents are hereby amended as follows:

4.1 All references in the Assignment(s) of Rents to the Existing Note shall be deemed to be references to the Existing Note as Amended hereby.

4.2 All references in the Assignment(s) of Rents to the respective Mortgages shall be deemed to be references collectively to the respective Mortgages as modified hereby.

4.3 All references in the Assignment(s) of Rents to the sum of \$600,000.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$427,892.25.

4.4 All references in the Assignment(s) Rents to Pioneer Bank & Trust Company are hereby deleted and substituted in lieu thereof are corresponding references to Banco Popular North America.

4.5 Except as specifically set forth to the contrary hereinabove, the Assignment of Rents remains unmodified and in full force and effect.

5. **AMENDMENT OF ADDITIONAL LOAN DOCUMENTS.** All remaining loan documents not specifically set forth above are hereby amended as follows:

5.1 All references therein to the Existing Note, Mortgages and Assignment(s) of Rents shall be deemed to be references to the Existing Note, Mortgages and Assignment(s) of Rents as modified and described herein.

5.2 All references therein to the sum of \$600,000.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$427,892.25.

5.3 All references therein to Pioneer Bank & Trust Company are hereby deleted and substituted in lieu thereof are corresponding references to Banco Popular North America.

5.4 Except as specifically set forth to the contrary hereinabove, the Loan Documents remain unmodified and in full force and effect.

6. **REPRESENTATIONS AND WARRANTIES.** Jimenez hereby confirm and remake all representations and warranties set forth in the Loan Documents.

7. **ADDITIONAL PROVISIONS.** This Agreement shall be effective only upon:

(a) Delivery by Jimenez to Lender of satisfactory evidence insuring the continued validity and priority of the Loan Documents, as herein amended, and the continued validity and priority of the Security Interests created thereby including, but not limited to delivery by Jimenez to Lender of a satisfactory Date Down Endorsement to the existing Mortgagee's title insurance policy issued by Chicago Title Insurance Company with respect to the Mortgage, insuring the continued validity and priority of the Loan Documents, as herein amended, following the recording of this Agreement (subject only to the matters set forth on Schedule B of said policies and such matters as are approved by Lender), confirming all previous endorsements thereto, if any, and adjusting the amount of the insurance to \$427,892.25 and extending the effective date of the policy through the date of recording of this Agreement.

(b) Execution by Jimenez of any and all Certificates, Financing Statements, Instruments, Assignments, Notices and documents as may be required or as may be deemed and determined by Lender, in its sole discretion, to be necessary in order to perfect and complete Lender's Security Interest in accordance with the Loan Documents as amended hereby.

(c) Payment by Jimenez to Lender, immediately upon the submission of bills and invoices therefor, of all amounts incurred by or on behalf of Lender for attorneys' fees, recording expenses, filing fees, title expenses, title insurance fees, title insurance endorsement fees, and all other costs incurred or to be incurred by or on behalf of Lender by reason of the matters specified herein and the preparation of this Agreement and all

other documents necessary and required to effectuate the provisions hereof, including, without limitation, all costs and expenses with respect to compliance by Borrower with the terms and conditions hereof and Lender's enforcement thereof. The rights and remedies of Lender contained in this Paragraph 7 shall be in addition to, and not in lieu of, the rights and remedies contained in the Loan Documents, as herein amended, and as otherwise provided by law.

(d) The recording of a counterpart of this Agreement in the Office of the Recorder of Deeds of Cook County, Illinois.

(e) Payment by Obligors to Lender of a closing fee in the amount of \$4,279.00.

(f) Payment by Obligors to Lender of those sums specified and required in the Settlement Statement executed by Obligors of even date herewith and relating to the Modifications set forth herein.

8. **REMAINING PROVISIONS IN EFFECT.** Except as amended by this Agreement, the terms and conditions of the Loan Documents remain in full force and effect.

9. **EFFECTIVENESS.** This Agreement shall be effective as of the date hereof subject to the provisions of Paragraph 7 hereof.

10. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

11. **CONSTRUCTION.** This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that Obligors and Lender have contributed substantially and materially to the preparation of this Agreement.

12. **GENDER.** All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

13. **ENTIRE AGREEMENT.** Obligors and Lender acknowledge that there are no other agreements or representations, either oral or written, express or implied, that are not embodied in this Agreement and the Loan Documents. This Agreement and the Loan Documents together represent a complete integration of all prior and contemporaneous agreements and understandings of Obligors and Lender.

14. **BENEFIT.** This Agreement shall be binding upon and shall inure to the benefit of Obligors and Lender, and their respective successors, assigns, grantees, heirs, executors, personal representatives and administrators.

15. **RATIFICATION; AUTHORITY.** Except as herein amended, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein amended, are hereby ratified and reaffirmed. Obligors represent to Lender that there is no other ownership interest, lien, or other interest, now outstanding against the Mortgaged Property other than the lien of the Loan Documents; and that the lien of Lender on the Mortgaged Property is previously subsisting and, as herein amended, has been, is and shall remain a valid first, prior and paramount lien on said Mortgaged Property, enjoying the same or superior priority with respect to other claims upon said Mortgaged Property as prevailed prior to the execution of this Agreement. Obligors represent to Lender that there is no other ownership interest, lien, or other interest, now outstanding against the 26152 Mortgaged Property other than the lien of the Loan Documents; and that the lien of Lender on the 26152 Mortgaged Property is previously subsisting and, as herein amended, has been, is and shall remain a valid first, prior and paramount lien on said 26152 Mortgaged Property, enjoying the same or superior priority with respect to other claims upon said 26152 Mortgaged Property as prevailed prior to the execution of this Agreement. Obligors represent to Lender that there is no other ownership interest, lien, or other interest, now outstanding against the Jimenez Mortgaged Property other than the lien of the Loan Documents; and that the lien of Lender on the Jimenez Mortgaged Property is previously subsisting and, as herein amended, has been, is and shall remain a valid first, prior and paramount lien on said Jimenez Mortgaged Property, enjoying the same or superior priority with respect to other claims upon said Jimenez Mortgaged Property as prevailed prior to the execution of this Agreement. Obligors have duly authorized, executed and delivered this Agreement, and acknowledge that the Loan Documents are valid and enforceable in accordance with their terms against Obligors.

16. **DEFAULTS.** The occurrence of any one or more of the following shall constitute a Default under this Agreement.

(a) the untruthfulness of any representation or warranty contained in this Agreement, or the existence of any misrepresentation of fact or fraud contained in any document or information heretofore or hereafter submitted or communicated to Lender in support of this Agreement;

(b) the breach or violation of any term, covenant, or condition contained in this Agreement; or

(c) any other default, not timely cured within any applicable cure or grace period, under any of the Loan Documents. Any Default hereunder shall constitute a default or event of default, as applicable, under each of the Loan Documents.

17. **TERMINATION.** Immediately following the occurrence of any Default under this Agreement, Lender may, at its option (a) exercise any or all of its rights and remedies under the Loan Documents and/or (b) pursue any other remedies available to it.

18. **PRIORITY OF MORTGAGE.** The Mortgaged Property, the 26152 Mortgaged Property and the Jimenez Mortgaged Property shall remain in all respects subject to the lien, charges and encumbrance of the respective Mortgages as herein amended, and nothing herein contained and nothing done pursuant hereto, shall affect the liens, charges or encumbrances of the Mortgages, as herein amended, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents as herein amended.

19. **CONSENT TO AMENDMENT.** Obligors acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and are familiar with same, that the terms and provisions contained herein are clearly understood by them and have been fully and unconditionally consented to by them and that they have had the full benefit and advice of counsel of their own selection in regard to understanding the terms, meaning and effect of this Agreement, and that this Agreement has been entered into by them freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, they are relying on no other representations, either written or oral, or express or implied, made to them.

20. **NO DEFENSES; RELEASE.** As of the date of this Agreement, Obligors acknowledge that they have no defense, offset, or counterclaim to any of their obligations under the Loan Documents. In addition to the foregoing (and to the extent of any such defense, offset or counterclaim), and as additional consideration for the amendment of the Loan Documents by Lender as herein set forth, Obligors hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damages, losses, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Obligors may now have or claim to have against Lender, as of the date

hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way relating to, concerning, arising out of or founded upon the Loan Documents, as herein amended, including, but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise, as a consequence of the dealings between the parties up to and including the date hereof.

21. **RATIFICATION BY GUARANTORS.** By execution of this Agreement Jose Jimenez and Guadalupe Jimenez, as Guarantors, hereby consent to the execution and delivery of this Agreement to Lender by Trustee and ratify, confirm and acknowledge that, notwithstanding any amendments to the Existing Note, Mortgages, and any other Loan Documents as set forth herein, their Guaranty remains in full force and effect in accordance with its terms and continues to guarantee the repayment of all obligations of Trustee to Lender, including, without limitation, all obligations of Trustee to Lender under the Existing Note as amended hereby.

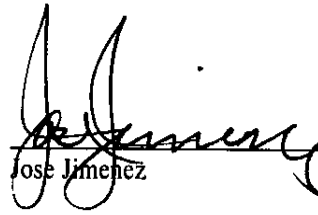
22. **COUNTERPARTS.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.

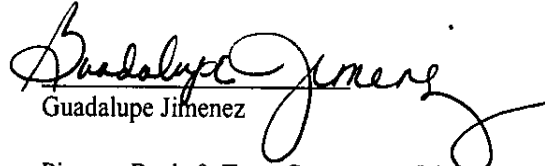
23. **DEFINITION OF TERMS.** All initial-capitalized terms not expressly defined in this Agreement shall bear the same respective definitions herein as they bear in the Loan Documents, as herein amended.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

Pioneer Bank & Trust Company, s/k/a Banco Popular North America, not personally but as Trustee under Land Trust No. 26084 as aforesaid

By: **SEE RIDER ATTACHED HERETO
AND BY THIS REFERENCE
MADE A PART HEREOF**
Title: _____



Jose Jimenez


Guadalupe Jimenez

Pioneer Bank & Trust Company, n/k/a Banco Popular North America, not personally but as Trustee under Land Trust No. 26152 as aforesaid

SEE RIDER ATTACHED HERETO
By: ~~AND BY THIS REFERENCE~~
MADE A PART HEREOF
Title: _____

Pioneer Bank & Trust Company n/k/a Banco Popular North America

By: 
Title: VICE PRESIDENT

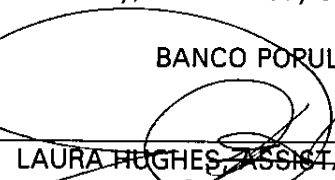
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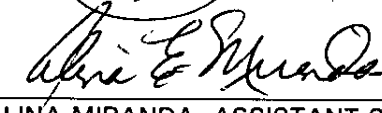
This Document Prepared By
and Return To:
Bruce W. Craig
Banco Popular North America
4801 W. Fullerton Avenue
Chicago, Illinois 60639

This Modification is executed by the Banco Popular North America F/K/A Pioneer Bank & Trust, Trustee under Trust Agreement dated October 19, 1995 and known as Trust No. 26084 and accepted upon the express understanding that the Banco Popular North America enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Banco Popular North America because of or on account of the making or executing this document or of anything therein contains, all such liability, if any being expressly waived, nor shall the Banco Popular be held personally liable upon or in consequence of any of the covenants of this document either expressed, or implied, trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

In Witness Whereof, the Banco Popular North America, not personally, but As Trustee aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 21st day of December, 2000.

BANCO POPULAR NORTH AMERICA

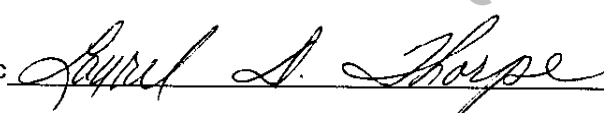
BY:  _____
 LAURA HUGHES, ASSISTANT VICE PRESIDENT

ATTEST:  _____
 ALINA MIRANDA, ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Trust Officer of the BANCO POPULAR NORTH AMERICA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of December, 2000.

Notary Public  _____



TRUSTEE'S GENERAL EXCULPATORY EXHIBIT
UNOFFICIAL COPY

This Modification is executed by the Banco Popular North America F/K/A Pioneer Bank & Trust, Trustee under Trust Agreement dated April 1, 1996 and known as Trust No. 26152 and accepted upon the express understanding that the Banco Popular North America enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Banco Popular North America because of or on account of the making or executing this document or of anything therein contains, all such liability, if any being expressly waived, nor shall the Banco Popular be held personally liable upon or in consequence of any of the covenants of this document either expressed, or implied, trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

In Witness Whereof, the Banco Popular North America, not personally, but As Trustee aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 21st day of December, 2000.

BANCO POPULAR NORTH AMERICA
BY: [Signature]
LAURA HUGHES, ASSISTANT VICE PRESIDENT
ATTEST: [Signature]
ALINA MIRANDA, ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Trust Officer of the BANCO POPULAR NORTH AMERICA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of December, 2000.

Notary Public [Signature]



ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT _____, _____ of Pioneer Bank & Trust Company, n/k/a Banco Popular North America, not personally but as Trustee under Trust Agreement dated October 19, 1995 and known as Trust Number 26084 and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as _____ own free and voluntary act and the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, undesigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Arnold Schelen, _____ of Pioneer Bank & Trust Company, n/k/a Banco Popular North America, not personally but as Trustee under Trust Agreement dated April 1, 1996 and known as Trust Number 26152 and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as _____ own free and voluntary act and the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

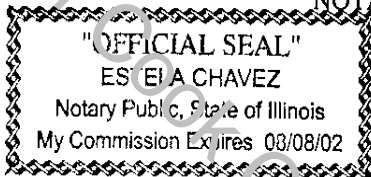
On this 15th day of December, 2000 before me, a Notary Public in and for said County and State, appeared Armand Schoen, to me known to be the person who subscribed the name of Pioneer Bank & Trust Company n/k/a BANCO POPULAR NORTH AMERICA, to the foregoing instrument as its Vice President who, being by me duly sworn, did state that he/she is the Vice President of said bank and that said instrument was signed and delivered by him/her on behalf of said bank by authority of its Board of Directors, and said Vice President acknowledged to me that he/she executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Estela Chavez
NOTARY PUBLIC

My Commission Expires:

8/8/02



ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

On this 21st day of December, 2000 before me, a Notary Public in and for said County and State, appeared Jose Jimenez to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by him as his own free and voluntary act for the uses and purposes therein set forth.

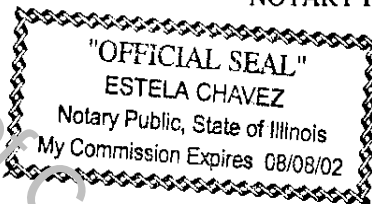
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Estela Chavez

 NOTARY PUBLIC

My Commission Expires:

8-8-02



ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

On this 21st day of December, 2000 before me, a Notary Public in and for said County and State, appeared Guadalupe Jimenez to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by him as his own free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Estela Chavez

 NOTARY PUBLIC

My Commission Expires:

8-8-02



EXHIBIT "A"
THE MORTGAGED PROPERTY

LEGAL DESCRIPTION

PARCEL 1:

LOTS 18 AND 19 IN BLOCK 37 IN PENNOCK, SAID PENNOCK BEING A SUBDIVISION OF PARTS OF SECTION 26, SECTION 27 AND SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 20, 21, 22, 23, 24 AND 25 IN BLOCK 37 IN PENNOCK, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 23, 24, 25, 26, AND 27 IN BLOCK 36 IN PENNOCK IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address of Property:

3840-50 W. Fullerton Avenue, Chicago, Illinois

Permanent Tax Identification Number:

13-26-325-036-0000

13-26-325-037-0000

13-26-326-031-0000

13-26-326-032-0000

EXHIBIT "B"
THE 26152 MORTGAGED PROPERTY

LEGAL DESCRIPTION

PARCEL 1:

LOTS 15 AND 16 IN BLOCK 36 IN PENNOCK IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 17 IN BLOCK 36 IN PENNOCK IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 18, 19, AND 20 IN BLOCK 36 IN PENNOCK IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 21 IN BLOCK 36 IN PENNOCK IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 22 IN BLOCK 36 IN PENNOCK IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address of Property:

2416 - 2420 North Hamlin, Chicago, Illinois; 3800-3810 West Fullerton, Chicago, Illinois

Permanent Tax Identification Number:

13-26-326-028-0000

13-26-326-029-0000

13-26-326-030-0000

13-26-326-040-0000

EXHIBIT "C"
THE JIMENEZ MORTGAGED PROPERTY

LEGAL DESCRIPTION

LOT 24 (EXCEPT THE WEST 3 INCHES THEREOF), ALL OF LOTS 25, 26, AND 27 IN BLOCK 29 IN GARFIELD, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address of Property:

4202 W. North Avenue, Chicago, Illinois

Permanent Tax Identification Number:

13-34-426-035-0000

13-34-426-036-0000

Property of Cook County Clerk's Office