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2000-04-18 12:18:37  
Cook County Recorder 25.00

PREPARED BY AND AFTER  
RECORDING MAIL TO:



Metropolitan Bank and  
Trust Company  
2201 W. Cermak Road  
Chicago, Illinois 60608  
Loan #1138987

MODIFICATION AGREEMENT

THIS MOIFICATION AGREEMENT made this 31st day of March, 2000, by and between Tomas F. Sasco -/k/a Thomas F. Sasco and Elba Lizzethe Sasco -a/k/a Lissette Sasco whose address is 2843-45 N. Milwaukee, Chicago, IL 60603 (hereinafter called "Mortgagor") and METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation, with an office at 2201 West Cermak Road, Chicago, Illinois 60608 (hereinafter called "Mortgagee").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On November 29th 1999, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of Seven Hundred Forty Nine Thousand Seven Hundred Dollars and 00/100--(\$749,700.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Mortgage (hereinafter called the "Mortgage") and Assignment of Rents, of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on December 6th, 1999, as Document No. 09137085, and re-recorded on February 4th, 2000 as Document No. 00090720 with the Recorder of Deeds/Registrar of Titles of Cook County, Illinois, covering the property described on Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Mortgaged Premises").

B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of March 31, 2000 is Seven Hundred Forty Seven Thousand Eight Hundred Sixty Six Dollars and 89/100 (\$747,866.89).

D. Mortgagor represents to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "B"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgage Premises.

BOX 333-CTI

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Property of Cook County Clerk's Office

113-633 X08

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NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. The payment date is changed from the 29th of each month to the 10th of each month beginning April 10th, 2000.
2. All other terms and conditions will remain the same.

In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified; and to perform the covenants contained in the Mortgage, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or the first lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

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.

METROPOLITAN BANK AND TRUST COMPANY:

Attest: *Cheryl Brueckmann*  
Cheryl Brueckmann, AVP

By: *Theresa M. Gomez*  
Theresa M. Gomez, President

MORTGAGOR(S):

By: *Thomas F. Sasco*  
Thomas F. Sasco a/k/a Thomas F. Sasco

By: *Elba Lizzethe Sasco*  
Elba Lizzethe Sasco a/k/a Lissette Sasco

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EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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Lots 42 and 43 in Block 6 in Wisner's Subdivision of Lots 11 and 12 in Brand's Subdivision of the North East 1/4 of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 2843-45 N. Milwaukee, Chicago, IL

PIN: 13-26-217-083-0000

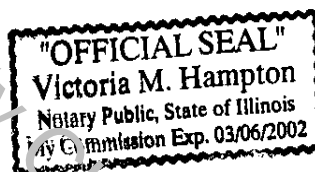
STATE OF ILLINOIS)  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the aforesaid State, does hereby certify that ~~Thomas F. Sasco~~ ak/a Thomas F. Sasco and ~~Elle Lizzette Sasco aka Lissette Sasco~~ 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 she/he signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Subscribed and sworn to before me this 5 day of April 2000.

*Victoria M. Hampton*  
Notary

STATE OF ILLINOIS)  
)ss  
COUNTY OF COOK )



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Theresa M. Goman and Cheryl Brueckmann personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the President and AVP of Metropolitan Bank and Trust Company, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 5 day of April 2000.

Notary

*Victoria M. Hampton*

