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LOAN #8427

3084

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COOK COUNTY RECORDER

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 15th day	
by and between METROPOLITAN BANK & TRUST COMPANY, AS	TRUSTEE U/T/A DATED 06/06/87 a/k/a Trust
whose address is 3800-12 W. 26th St. Chicago, IL 6	
(hereinafter called "Mortgagor") and METROPOLITAN B	
Illinois banking corporation, with an office at	2201 West Cermak Road,
Chicago, Illinois 60608 (hereinafter called "Mortgage	e").
	. DEPT-01 RECORDING \$25.50
witnessete:	. T#0012 TRAN 7927 12/05/94 16:25:00
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This Agreement is based upon the following racitals:

- 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 OCTORER 15 , 19 94 , is \$12.200.30 .
- D. Mortgagor represents to Mortgagee that chere is no second mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee; and such subsequent tienholder 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.

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

	ALL OTHER TERMS AND CONDITIONS WILL REMAIN THE SAME.	YOUR I	AATUR	YTU	DATE	WILL	BE	EXTENDED	то	OCTO	DBER	15,	1997	<u>. </u>	

PREPARED BY:

METROPOLITAN BANK & TRUST CO. 2201 WEST CERMAK ROAD CHICAGO, ILLINOIS 60608-3996 (312) 254-1000 14038384

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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 Hortgagee 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 lies on said Mortgaged Premises.

Nothing herein contained shall in any manner watesoever impair the Note and the Mortgage as modified hereby, or the first lien created thereby or any other documents executed by Moragagor 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:

SACARETEAX Angie Pereda, Loan Officer

Witness/Attest:

Vice Presider

Kathleen Martinez/

MORTGAGOR:

Metropolitan Bank & Trust Company, as Trustee u/t/a daned 6/4/87 a/k/a Trust #1658.

Abraham Kritzer, &f. VP Brueckmann, Assn't. Trust Officer

[Add Appropriate Acknowledgments]

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UNOFFICIAL COPY EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

The East 1/2 of the South 50 Feet of that part of block 9 lying South of the South line of Lots 17 and 18 in said block 9 in S.J. Glover's addition to Chicago, said addition being a subdivision of all that part lying South of the South line of the Right of way of the Chicago, Burlington and Quincy Railroad of the West 1/2 of the Northwest 1/4 of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, In Cook County, Illinois.

Commonly known as: 3800-12 W. 26th Street, Chicago, Illinois 60623

P.I.N.#16-26-121-036

STATE OF ILLINOIS)

)SS.

COUNTY OF COOK

I, Victoria Cavis _, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT on this day personally appeared before me, Cheryl Brueckmann and Abraham Kitzer, 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 Assistant Trust Officer and Senior Vice President of Metropolitan Bank & Trust Company, and acknowledge that they signed, scaled, 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 15thday of October 19 94.

"OFFICIAL STAL"

VICTORIA DAVIS

Notary Public, State of Millinois

Notary Public

Notary Public

STATE OF ILLINOIS)

)SS.

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COUNTY OF COOK

I, Victoria Davis , a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT on this day personally appeared before me, Angie and Kathleen Martinez , 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 Loan Officer and Vice President of Metropolitan Bank & Trust Company and acknowledge 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.

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