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28/9/00 03 001 Page 1 of 4  
1998-11-12 10:25:22  
Cook County Recorder 27.00

PREPARED BY/MAIL TO:



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

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 1st day of AUGUST  
19 98, by and between WINDY CITY PROPERTIES, INC.  
whose address is 4525 W. GRENSHAW, CHICAGO, IL  
60624 (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 FEBRUARY 27, 19 97, for full value received,  
Mortgagor executed and delivered to Mortgagee its Promissory Note  
in the principal amount of ONE HUNDRED THIRTE THOUSAND AND 00/100ths-----  
---Dollars (\$ 103,000.00\*\*\*\*\*) (hereinafter called the "Note"), and  
secured the payment thereof by granting to Mortgagee, among other  
things, a certain Mortgage (hereinafter called the "Mortgage"), of  
even date with said Note, covering certain improved real property  
in the County of COOK, State of Illinois, which Mortgage was  
recorded on MARCH 11, 19 97, as Document No. 97164908,  
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  
AUGUST 1, 19 98 is \$ 98,725.28.

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

BOX 333-CTI

CTIC A00181262 161 Sales Holly Stephens

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 do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. THE INTEREST RATE IS LOWERED FROM 10.25% TO 9.00% EFFECTIVE AUGUST 1st, 1998.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. THE NEW PRINCIPAL AND INTEREST PAYMENT WILL BE \$1,035.56 PAYABLE MONTHLY BEGINNING AUGUST 27, 1998  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
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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 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

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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:

By:

Lawrence T. Boulay

Theresa M. Gomez

Its:

Its:

LAWRENCE T. BOULAY, LOAN OPERATIONS OFFICER

THERESA M. GOMEZ, PRESIDENT

MORTGAGOR:

WINDY CITY PROPERTIES, INC.

Witness/Attest:

Attest:

Lawrence T. Boulay

By:

Terrence D. Palmer

TERRENCE D. PALMER, PRESIDENT

By:

Allen Hutchins

ALLEN HUTCHINS, SECRETARY

[Add Appropriate Acknowledgements]

EXHIBIT A.

ATTACHED HERETO AND MAKE A PART HEREOF.

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LOTS 1 THROUGH 16, INCLUSIVE, IN BLOCK 4 IN D.S. PLACES 3RD ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHICAGO AND GREAT WESTERN RAILROAD (EXCEPT THE WEST 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4525 W. GRENSHAW, CHICAGO, IL 60624

PIN# 16-15-328-001-0000  
16-15-328-002-0000  
16-15-328-003-0000  
16-15-328-004-0000  
16-15-328-005-0000  
16-15-328-006-0000  
16-15-328-007-0000  
16-15-328-008-0000  
16-15-328-009-0000  
16-15-328-010-0000  
16-15-328-011-0000  
16-15-328-012-0000  
16-15-328-013-0000  
16-15-328-014-0000  
16-15-328-015-0000  
16-15-328-016-0000

STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

\*\*\*WINDY CITY PROPERTIES, INC.  
TERRANCE L. PALMER, PRESIDENT  
ALLEN KUTCHINS, SECRETARY

The undersigned, a Notary Public in and for said County, in the aforesaid state does hereby certify that \*\*\* and known to me to be the same person whose name is subscribed to the foregoing instruments, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free voluntary act, for the uses and purposes therein set forth.

SUBSCRIBED AND SWORN TO before me this 1st day of April, 1998.

Notary Public

STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

\*\*\*\*\*Commission Expires  
"OFFICIAL SEAL"  
VICENTE HARO  
Notary Public, State of Illinois  
My Commission Expires 10/9/2001  
\*\*\*\*\*

I, Vicente Haro, 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. Guter and Univest Bank 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 loan officer of Univest Bank - 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 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 1st day of April, 1998.

Notary Public

\*\*\*\*\*Commission Expires  
"OFFICIAL SEAL"  
VICENTE HARO  
Notary Public, State of Illinois  
My Commission Expires 10/9/2001  
\*\*\*\*\*