

c/l #8138

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 15th day of June, 1992, by and between Metropolitan Bank & Trust Company, as Trustee u/t/a dated 6/7/89 & whose address is a/k/a Trust #1779 2341 W. Madison, Chicago, IL. (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")

DEPT-01 RECORDING \$27.50  
T#4444 TRAM 2784 07/15/92 10:49:00  
#2521 # K--52-516379  
COOK COUNTY RECORDER

WITNESSETH:

This Agreement is based upon the following recitals:

A. On June 15th, 1989, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of One hundred forty thousand & 00/100ths --- Dollars (\$140,000.00) (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 July 10th, 1989, as Document No. 89311603, with the Recorder of Deeds/REGISTRAR 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 June 10th, 1992, is \$ 81,272.10.

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

- 1. The maturity date is extended to June 15th, 1995.
2. All other terms and conditions remain the same.

COCK 1071  
89-496

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27.50

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- 3. \_\_\_\_\_  
\_\_\_\_\_
- 4. \_\_\_\_\_  
\_\_\_\_\_

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:

By: [Signature]  
Its VP Secretary

By: [Signature]  
Its Executive Vice President

Witness/Attest:

[Signature]  
Loan Officer

MORTGAGOR:

Metropolitan Bank & Trust Company, as Trustee  
and not personally, u/t/a dated 6/7/89  
a/k/a Trust #1779.  
[Signature]  
Assistant Trust Officer

[Add Appropriate Acknowledgments]

See reverse side for notary

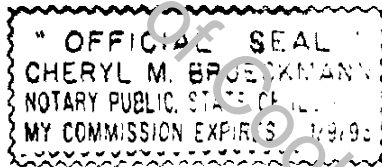
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STATE OF ILLINOIS)  
COUNTY OF COOK) SS.

I, Cheryl Brueckmann, 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. Gomez 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 Executive Vice President and Vice President of METROPOLITAN BANK AND 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.

Given under my hand and notarial seal this 15th day of June, 1992.

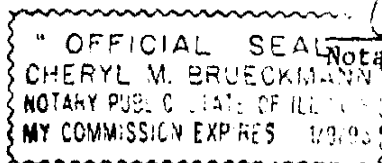


Cheryl Brueckmann  
Notary Public

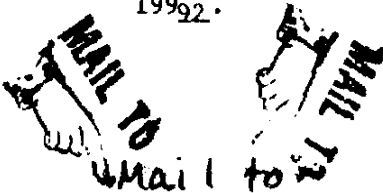
STATE OF ILLINOIS)  
COUNTY OF COOK) SS.

I, Cheryl Brueckmann, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Lorraine Rothstein and Angie Pereda, 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 Loan Officer of METROPOLITAN BANK AND 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.

Given under my hand and notarial seal this 15th day of June, 1992.



Cheryl Brueckmann  
Notary Public



Prepared by:  
Metropolitan Bank  
2201 West Cermak Road  
Chicago, Ill. 60608

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## LEGAL DESCRIPTION

THE WEST 45 FEET OF THE NORTH 119 FEET OF LOT 1 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 18) IN BLOCK 9 IN ROCKWELL'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 1 IN THE SUBDIVISION OF THE EAST 120 FEET OF THE NORTH 449 FEET OF LOT 1 IN BLOCK 9 IN ROCKWELL'S ADDITION TO CHICAGO, AND ALSO THE 66 FEET WEST OF AND ADJOINING LOT 1, BEING A PIECE OF LAND 66 FEET WIDE BY 119 FEET DEEP TO A 16-FOOT ALLEY AND KNOWN AS THE 66 FEET OF LOT 18 ON A PLAT ENTITLED H. POTWIN'S SUBDIVISION OF THE NORTH 449 FEET OF LOT 1 IN BLOCK 9 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-18-100-001  
17-18-100-002  
17-16-100-003  
17-18-100-004  
17-18-100-005

COMMONLY KNOWN AS: 2341 WEST MADISON STREET, CHICAGO, ILLINOIS

32516079

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