

# UNOFFICIAL COPY

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## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 10th day of December, 1992, by and between Primitivo Cruz, married to Maria Cruz, whose address is 4458 S. Wood Street, Chicago, Illinois (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 21st, 1990, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of Twenty Three Thousand Dollars & 00/100ths\* Dollars (\$23,000.00) (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 November 28th, 1990, as Document No. 90577793, 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 December 10th, 1992 is \$ 20,890.05.

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.

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 changed from DEMAND to December 15th, 1995.
2. The principal payment will be \$200.00 plus accrued interest payable monthly beginning January 15th, 1993.

MAIL TO &  
This document prepared by  
ANNIE I.  
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92982468

DEPT-01 RECORDING \$25.00  
T#0066 TRAN 6956 12/30/92 09:35:40  
#6523 # \* -72-982468  
COOK COUNTY RECORDER

\$25.00 E

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3. All other terms and conditions will remain the same.  
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\_\_\_\_\_  
\_\_\_\_\_
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 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.

Attest:

By: [Signature]  
Its Secretary

METROPOLITAN BANK AND TRUST COMPANY:

By: [Signature]  
Its Vice President

Witness/Attest:

MORTGAGOR:

[Signature]  
Primitivo Cruz

[Add Appropriate Acknowledgments]  
See Attached Page

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EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

LOT 25 IN BLOCK 4 IN WARD'S SUBDIVISION OF BLOCKS 1, 4 AND 5 IN STONE AND WHITNEY'S SUBDIVISION OF PART OF SECTION 6 AND 7 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4458 S. WOOD STREET, CHICAGO, ILLINOIS

P.I.N. 20-06-408-049

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, Kathleen Martinez and Victoria Davis, 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 Vice President and Secretary 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.

Given under my hand and Notarial Seal this 21st day of December, 19 92.

Cheryl Brueckmann  
Notary Public  
Cook County, Illinois

92982468

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 that Primitivo Cruz personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of December, 19 92.

Cheryl Brueckmann  
OFFICIAL Notary Public  
CHERYL M. BRUECKMANN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12-31-95

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