

MODIFICATION AGREEMENT  
50001172

THIS MODIFICATION AGREEMENT MADE THIS 9th day of JULY, 1992, by and between RICARDO CAMPOS DIVORCED AND NOT SINCE REMARRIED

whose address is 2800 SOUTH KEELER CHICAGO, ILLINOIS 60623, (hereinafter called "mortgagor") and CIVIC FEDERAL SAVINGS BANK, NOW KNOWN AS METROPOLITAN BANK AND TRUST CO., an Illinois banking corporation, with an office at 3522 West 26th Street, Chicago, Illinois 60623 (hereinafter called "Mortgagee").

REFT-01 RECORDING 127.50  
T#1111 TRAN 7569 12/30/92 10:55:00  
#5464 # \* - 92 - 982625  
COOK COUNTY RECORDER

WITNESSETH:

This Agreement is based upon the following recitals:

A. On APRIL 15, 1988, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note and Balloon Note Rider in the principal amount of FIFTY FOUR THOUSAND AND NO/100 Dollars (\$ 54,000.00) (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 APRIL 26, 1988, as Document Number 88173851, with the Recorder of Deeds/Register of Title 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, Mortgage and Balloon Note Rider.

C. The outstanding principal balance of said Note as of JULY 9, 1992, is \$ 12,043.21.

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 Mortgaged 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, Mortgage and Balloon Note Rider are hereby modified as follows:

1. THAT THE TERM OF THE NOTE BE HEREBY EXTENDED FROM MAY 1, 1991 TO  
MAY 1, 1994

*Main - Policy 1167075*

92982625

*2950  
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2. THAT THE INTEREST RATE ON THE NOTE DATED APRIL 15, 1988 TO REMAIN THE SAME AT 11.50%
3. THE MORTGAGE DATED APRIL 15, 1988 WILL NOT BE MODIFIED AND WILL REMAIN IN FULL FORCE AND EFFECT.
4. NA

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:

CIVIC FEDERAL SAVINGS BANK  
NOW KNOWN AS METROPOLITAN BANK  
AND TRUST COMPANY

BY: *Alvin Monte*  
Its Asst. Secretary

*John Doe*  
Its Vice President

MORTGAGOR: COMERICA BANK ILLINOIS, SUCCESSOR TO  
MANUFACTURERS AFFILIATED TRUST COMPANY, SUCCESSOR  
TO AFFILIATED BANK/WESTERN NATIONAL, f/k/a Western  
National Bank of Cicero Trust NO. 9193 as Trustee  
and not individually

Witness/Attest:

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Escrowatory Book attached hereto and made a part hereof.

BY: *Alvin Monte*  
Attest: *Alvin Monte*  
Notary Public

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## CONSENT TO LOAN MODIFICATION

The undersigned hereby consent to the modification of the Promissory Note dated APRIL 15, 1988, in the principal amount of FIFTY FOUR THOUSAND AND NO/100 Dollars (\$ 54,000.00) (hereinafter called the "Note"), executed and delivered to CIVIC FEDERAL SAVINGS BANK NOW KNOWN AS METROPOLITAN BANK AND TRUST CO. by RICARDO CAMPOS DIVORCED AND NOT SINCE REMARRIED

whereby

(1) THE TERM OF THE NOTE BE HEREBY EXTENDED FROM MAY 1, 1991 TO MAY 1, 1994

Any obligation of the undersigned arising from a guaranty, mortgage or any other instrument executed and delivered to CIVIC FEDERAL SAVINGS BANK NOW KNOWN AS METROPOLITAN BANK AND TRUST CO. in connection with said Note is hereby acknowledged to be modified in accordance with the modification of said Note and the undersigned likewise acknowledge that all obligations arising under any such instrument shall remain in full force and effect as so modified.

The undersigned hereby authorizes CIVIC FEDERAL SAVINGS BANK NOW KNOWN AS METROPOLITAN BANK AND TRUST CO. to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

DATED: 10-31-92

Ricardo Campos  
RICARDO CAMPOS

92050025

County Clerk's Office



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This Document is signed by Comerica Bank - Illinois, not individually, but solely as Trustee under the Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon Comerica Bank - Illinois personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Comerica Bank - Illinois is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trust's beneficiaries only and shall not in any way be considered the responsibility and liability of Comerica Bank - Illinois. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Comerica Bank - Illinois, as Trustee.

Comerica Bank - Illinois  
As Trustee as aforesaid and not individually

By *[Signature]*

Its AUTHORIZED OFFICER

ATTEST

By *Martha Brooks*

Its AUTHORIZED OFFICER

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## EXHIBIT "A"

### MORTGAGED PREMISES

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The attached is hreto made a part hereof of Modification Agreement dated July 9, 1992 for loan number 50001172

The Mortgaged Premises referred to is described as follows:

Lot One (1) in Block One (1) in James V. Allen's Addition to Chicago a Subdivision of Block Five (5) in Reid's Subdivision of the West Half (W $\frac{1}{2}$ ) of the South East Quarter (SE $\frac{1}{4}$ ) of Section Twenty Seven (27) Township Thirty Nine (39) North, Range Thirteen (13) East of the third (3rd) Principal Meridian, in Cook County Illinois. Commonly known as 2800 South Keeler Chicago Illinois Permanent Index No: 16-27-419-024-0000

This instrument was prepared by  
Alicia Montoya  
3522 W. 26th St.  
Chicago, IL 60623

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COOK COUNTY CLERK'S OFFICE



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