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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 4th day of May, 19 92 by and between Francisco Marcial, a bachelor, whose address is 5316 S. Archer Avenue, Chicago, Illinois (hereinafter called "Mortgagor") and METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation, with an office at 2201 West Carmak Road, Chicago, Illinois 60608 (hereinafter called "Mortgagee").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On May 4th, 19 89, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of One Hundred Thirty Eight Thousand & 00/100th dollars (\$138,000.00) (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 May 8th, 19 89, as Document No. 89206027, 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 May 4th, 19 92, is \$128,319.00.

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 extended to May 4, 1995.
2. The interest rate is reduced to 11%
The default rate is reduced to 15%



Metropolitan BANK TRUST CO
2201 W. Carmak Road
CHICAGO IL 60608
25 50

DEPT-01 RECORDING \$25.00
174444 TRAN 9490 06/01/92 15:55:00
#2619 \* 92-579377
COOK COUNTY RECORDER

71179422

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3. Monthly Principal and Interest has been reduced to \$1,608.55  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. All other conditions and terms remain the same.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

Victoria Davis  
Its Assn't Secretary

By:

Kathleen [Signature]  
Its Vice President

[Signature]  
Vice President

MORTGAGOR:

Witness/Attest:

Angie Pereda  
Loan Officer

[Signature]  
[Signature]

[Add Appropriate Acknowledgments]

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Lots 13 and 14 in block 5 in W. F. Kalaok and Company's Adelle Subdivision of the West 1/2 of the Southwest 1/4 and the West 3/4 of the East 1/2 of the Southwest 1/4 of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook, Illinois.

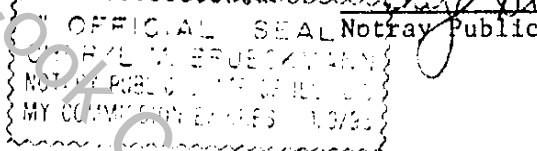
Commonly known as: 5316 South Archer Avenue, Chicago, Illinois

P.I.N. 19-10-302-013 and 19-10-302-014

State of Illinois)  
County of Cook )<sup>ss</sup>

I, Cheryl Brueckmann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Francisco Marcelal, a bachelor & Angie Pereda, Loan Officer personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of May, 1992.



STATE OF ILLINOIS)  
COUNTY OF COOK )<sup>SS.</sup>

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, VP and Victoria Davis, Assn't Sec., 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 Assistant Secretary 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 27th day of May, 1992.

Cheryl Brueckmann  
Notary Public

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Admission 000