

93419420

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Loan #3367392

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 13th day of November, 1992, by and between Eid Radi Abu Hashish a/k/a Eid Abu Hashish married to Fatime Abu Hashish whose address is 1253-55 and 1257-59 W. Roosevelt Rd., 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").

### WITNESSETH:

This Agreement is based upon the following recitals:

A. On November 13th, 1989, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of Ninety three thousand seven hundred & 00--Dollars (\$93,700.00) (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 December 8th, 1989, as Document No. 89587016, 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 October 28th, 1992, is \$87,210.27.

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 November 13th, 1995.  
\_\_\_\_\_  
\_\_\_\_\_
2. The interest rate is changed from 13 1/2% to prime rate floating.  
\_\_\_\_\_  
\_\_\_\_\_

prepared by:  
**METROPOLITAN BANK & TRUST COMPANY**  
2201 W. CERMAK ROAD  
CHICAGO, IL 60608-3996

DEPT-01 RECORDING \$25.00  
T#0088 TRAN 1020 06/03/93 08:25:00  
#1731 # \*-93-419420  
COOK COUNTY RECORDER

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\$25.00E

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3. The principal payment each month will be \$606.00 PLUS accrued interest.  
This will begin on December 13th, 1992.
4. All other terms and conditions will 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, Asst. L.O.  
Its Victoria Davis - Loan Officer

By: Kathleen Martinez  
Its Kathleen Martinez Vice President

MORTGAGOR:

Witness/Attest:

x Eid Abu-Hashish

x Fatime Abu Hashish

Eid Radi Abu Hashish a/k/a  
Eid Abu Hashish

Fatime Abu Hashish  
[Add Appropriate Acknowledgments]

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Parcel 1: lots 23 and 24 (except the North 42 feet) in block 1 in Sampson and Green's addition to Chicago in the Northwest 1/4 of section 20, Township 39 North, Range 14, lying East of the Third Principal Meridian, In Cook County, Illinois.

Commonly known as: 1257-59 W. Roosevelt Rd., Chicago, Illinois 60608

Parcel 2: Lots 21 and 22 (except the North 42 feet of said lots taken for widening of street) in block 1 in Sampson and Greene's addition to Chicago, in the Northwest 1/4 of section 20, Township 39 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

Commonly known as: 1253-55 W. Roosevelt Rd., Chicago, Illinois 60608

STATE OF ILLINOIS )  
                                  )SS.  
COUNTY OF COOK     )

17-20-105-001  
003 / 0020  
003 /

I, Angie Pereda, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT on this day personally appeared before me, Victoria Davis \*\*\*\* 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 Assistant Loan Officer and Vice President 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 the said instrument as their free and voluntary act and deed, for the uses and purposes set forth.

Given under my hand and Notarial seal this 25th day of May, 1993.



*Angie Pereda*  
Notary Public

STATE OF ILLINOIS )  
                                  )SS.  
COUNTY OF COOK     )

I, Angie Pereda, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT Eid Raddi Abu Hashish a/k/a Eid Abu Hashish & Fatime Abu Hashish, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 25th day of May, 19 93.

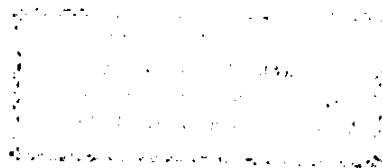


*Angie Pereda*  
Notary Public

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