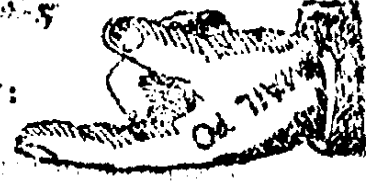


THIS INSTRUMENT PREPARED BY:

Zephyr A. Henderson
AUSTIN BANK OF CHICAGO
5645 W. LAKE STREET
CHICAGO, ILLINOIS 60644



FIXED RATE NOTE AND MORTGAGE
MODIFICATION AGREEMENT

93621543

THIS FIXED RATE NOTE AND MORTGAGE FIRST MODIFICATION AGREEMENT (THE "AGREEMENT") IS MADE AS OF THE 25TH DAY OF FEBRUARY, 1993, BY AND BETWEEN ENRIQUE GARDUNG AND ELVIA GARDUNO, HUSBAND AND WIFE. ("BORROWER") AND AUSTIN BANK OF CHICAGO ("LENDER").

WITNESSETH:

WHEREAS, AUSTIN BANK OF CHICAGO HAS LOANED SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 (\$68,000.00) TO BORROWER ("THE LOAN"); AND

WHEREAS, THE LOAN IS EVIDENCED BY A NOTE DATED FEBRUARY 25, 1988 MADE BY BORROWER IN THE PRINCIPAL AMOUNT OF SIXTY-EIGHT THOUSAND DOLLARS AND 00/100 (\$68,000.00) (THE "NOTE") AND

WHEREAS, IN ADDITION TO OTHER COLLATERAL THE NOTE IS SECURED BY A MORTGAGE DATED FEBRUARY 25, 1988 MADE BY BORROWERS TO AUSTIN BANK OF CHICAGO AND FILED IN THE OFFICE OF THE REGISTRAR OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 3690448 (THE "MORTGAGE"), WHICH MORTGAGE ENCUMBERS THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO (THE "PROPERTY"); AND

WHEREAS, THE BORROWERS HAVE REQUESTED AND AUSTIN BANK OF CHICAGO HAS AGREED TO MODIFY THE TERMS AND CONDITIONS OF THE NOTE AND MORTGAGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN CONTAINED;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, BORROWERS AND AUSTIN BANK OF CHICAGO AGREE AS FOLLOWS:

1. THE DATE "FEBRUARY 25, 1993" (THE "ORIGINAL" MATURITY DATE) WHENEVER IT APPEARS IN THE NOTE AND THE MORTGAGE IS HEREBY DELETED AND "FEBRUARY 25, 1998" (THE "NEW MATURITY DATE") IS SUBSTITUTED THEREFORE, THEREBY EXTENDING THE MATURITY DATE OF THE NOTE TO THE NEW MATURITY DATE.

2. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE NOTE SHALL BEAR INTEREST AT AN ANNUAL RATE OF TEN PERCENT (10.00 %); PROVIDED, HOWEVER THAT ANY PAYMENT OF PRINCIPAL AND INTEREST WHICH IS NOT PAID WHEN DUE, WHETHER BY ACCELERATION OR OTHERWISE, SHALL BEAR INTEREST AT AN ANNUAL RATE OF TEN PERCENT (10.00%).

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3. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT AND CONTINUING UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE MONTHLY PAYMENT OF PRINCIPAL AND INTEREST TO BE PAID BY BORROWER UNDER THE NOTE SHALL BE SIX HUNDRED DOLLARS AND 62/100 (\$600.62) WITH THE FIRST SUCH PAYMENT BEING DUE MARCH 25, 1993.

4. THE BORROWER HEREBY ACKNOWLEDGES THAT, AS OF THE DATE OF THIS AGREEMENT, THE OUTSTANDING PRINCIPAL BALANCE OWED UNDER THE NOTE IS SIXTY-SIX THOUSAND NINETY-SIX AND 56/100 (\$66,096.56) AND THE OUTSTANDING INTEREST OWED UNDER THE NOTE WHICH IS DUE AS OF THE DATE OF THIS AGREEMENT IS NONE (\$ 0).

5. AS USED IN THE NOTE AND MORTGAGE, THE TERMS "NOTE" AND "MORTGAGE" SHALL MEAN AND INCLUDE EACH OF SAID INSTRUMENTS, RESPECTIVELY AS SUPPLEMENTED AND MODIFIED BY THIS AGREEMENT.

6. EXCEPT AS EXPRESSLY SUPPLEMENTED AND MODIFIED HEREBY, THE TERMS AND PROVISIONS OF THE NOTE AND OF THE MORTGAGE CONTINUED IN FULL FORCE AND EFFECT AND EACH IS HEREBY RATIFIED, ADOPTED AND CONFIRMED.

7. IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN IT IS SOLD OR TRANSFERRED (OR IF A BENEFICIAL INTEREST IN BORROWER IS SOLD OR TRANSFERRED AND BORROWER IS NOT A NATURAL PERSON) WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY, IN ITS OPTION, REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED OR CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

BORROWERS

Enrique Garduno
Enrique Garduno
Elvia Garduno
Elvia Garduno

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LENDER

AUSTIN BANK OF CHICAGO

BY: [Signature]
ITS: Legal Estate Officer

ATTEST:
BY: [Signature]
ITS: Commercial Loan Officer

STATE OF ILLINOIS
COUNTY OF Cook



I, Valerie Hughes, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSON (S) WHOSE NAME (S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT SIGNED AND DELIVERED SAID INSTRUMENT AS FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 45th DAY OF March 19 93.

Valerie Hughes

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Legal Description

LOT 23 IN ROBERTS, RANDALL AND GALE SUBDIVISION OF BLOCK
17 IN A. GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF
SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PIN # 13-31-408-018

COMMONLY KNOWN AS:

1807 N. NASHVILLE AVENUE, CHICAGO, IL. 60635

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