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MODIFICATION AGREEMENT

Loan#7759

THIS MODIFICATION AGREEMENT made this 8th day of October, 1993, by and between Felix Gomez and Miguelina Gomez, his wife, whose address is 2524 N. Southport, Chicago, Illinois 60614 (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 December 18, 1987, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of One Hundred Ten Thousand and 00/100th ***** Dollars ($110,000.00) (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 December 24, 1987, as Document No. 87674809, 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 8, 1993, is $43,186.50.

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. Your new payment amount will be $360.00 plus accrued interest monthly beginning with your September payment.

2. Maturity date will be extended to October 8, 1996.

Prepared by:

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METROPOLITAN BANK & TRUST CO.
2201 WEST CERMAK ROAD
CHICAGO, ILLINOIS 60608-3996
(312) 254-1000

25.50

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

4.

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 ~~Secretary~~
Victoria Davis, Asst. Loan Officer

By: Kathleen Martinez
Its Vice President
Kathleen Martinez, Vice President

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MORTGAGOR:

Witness/Attest:

Felix Gomez

Miguelina Gomez

[Add Appropriate Acknowledgments]

EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Lot 1 in Block 2 in Moulding and Harland's Subdivision of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 2524 N. Southport, Chicago, Illinois 60614

P.I.N.#14-29-313-029

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, Jackie Lynn Coleman, 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 8th day of October, 19 93.

"OFFICIAL SEAL"
JACKIE LYNN COLEMAN
Notary Public, State of Illinois
My Commission Expires 7/30/96

Jackie Lynn Coleman
Notary Public

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, Jackie Lynn Coleman, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT Felix Gomez & Miguelina Gomez, 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 8th day of October, 19 93.

"OFFICIAL SEAL"
JACKIE LYNN COLEMAN
Notary Public, State of Illinois
My Commission Expires 7/30/96

Jackie Lynn Coleman
Notary Public