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Mtg. #6100033

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 14th day of November, 1992,  
 by and between Ali E. Guzeldere and Sandra Guzeldere, his wife and Mehmet R. Guzeldere,  
 whose address is 601 S. Western Ave., Chicago, IL. -- married to Raheime  
Guzeldere.  
 (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 14th, 1986, for full value received, Mortgagor  
 executed and delivered to Mortgagee its Promissory Note in the principal  
 amount of Sixty four thousand dollars & 00/100ths Dollars (\$64,000.00)  
 (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 30th, 1986, as Document No. 86626822, 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 November 14th,  
 1992, is \$ 52,219.38.

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 14th, 1995.  
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 \_\_\_\_\_  
 \_\_\_\_\_
2. The interest rate is reduced to 11%.  
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 \_\_\_\_\_  
 \_\_\_\_\_

70-37-265-10-DB

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Mailed to  
 Metropolitan Bank  
 2201 W. Cermak Road  
 Chicago, Ill 60608  
 Attn: Loan Dept.

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3. The principal and interest payments will be \$764.00 each month beginning December 14th, 1992.  

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

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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 Secretary

By: *Kathleen M. [Signature]*  
Its Vice President

MORTGAGOR:

Witness/Attest:

x *Ali E. Guzeldere*  
Ali E. Guzeldere

x *Sandra Guzeldere*  
Sandra Guzeldere

[Add Appropriate Acknowledgments]

x *Mehmet R. Guzeldere*  
Mehmet R. Guzeldere

REC-2 SWIR:SS

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PARCEL 1:

Lot 22 (except the East 0.30 feet thereof) and all of Lots 23 and 24 in Bross Subdivision of Block 16 in Morris and others Subdivision of the West 1/2 of the South West 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 2:

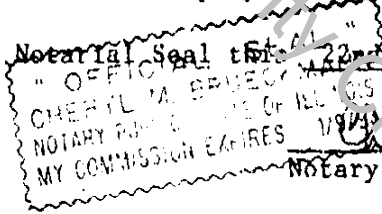
Lot 25 in W. Bross Subdivision of Block 16 in Morris and others Subdivision of West 1/2 of the South West 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois and also that part of Lot 26 in West Bross Subdivision of Block 16 lying East of a Line 50 feet East of and parallel with the West Line of said Section 18.

Commonly known as: 601 S. Western Ave. PIN: 17-18-300-044

STATE OF ILLINOIS )  
COUNTY OF COOK )SS.

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 and Victoria Davis, 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 Secretary 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 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 22nd day of December, 1992.

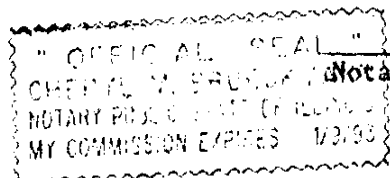


Cheryl Brueckmann  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, Cheryl Brueckmann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT that Ali E. Guzeldere, Sandra Guzeldere Mehmet R. Guzeldere personally known to me to be the same persons whose name 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 22nd day of December, 1992.



Cheryl Brueckmann  
Notary Public

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