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## MODIFICATION AGREEMENT

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THIS MODIFICATION AGREEMENT made this 20th day of February, 1993,  
 by and between American National Bank and Trust Company of Chicago, a Trustee  
 under Trust Agreement dated 02/12/86 & known as Trust No. 85558,  
 whose address is 1608-10 W. 18th Street & 1722-24 S. Ashland Avenue, 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").

DEPT-01 RECORDINGS \$25.50  
 T#7777 TRAN 8855 03/26/93 12:08:00  
 \$7166 + \*-93-226825  
 COOK COUNTY RECORDER

WITNESSETH:

This Agreement is based upon the following recitals:

A. On February 28th, 1986, for full value received, Mortgagor  
 executed and delivered to Mortgagee its Promissory Note in the principal  
 amount of Sixty Five Thousand Dollars and 00/100ths Dollars (\$65,000.00)  
 (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 July 15th, 1986, as Document No. 86295901, 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 February 11th  
 1993, is \$ 43,904.88.

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 February 20th, 1996.
2. The interest rate is reduced from 12.5% to 10.5%.

Prepared By/Mail To  
 Angie Pereda  
 Metropolitan Bank & Trust Company  
 2201 W. Cermak Road  
 Chicago, Illinois 60608



*Handwritten signature/initials*

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- 3. The monthly principal and interest payment of \$985.19 is reduced to \$824.49.
- 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  
Its Secretary

By: Keith White, V.P.  
Its Vice President

Witness/Attest:

Gregory S. Kasprzyk  
ASSISTANT SECRETARY

MORTGAGOR:  
American National Bank & Trust Company of Chicago, as Trustee Under Trust Agreement dated February 12, 1986 & Known as Trust No. 66658.

[Add Appropriate Acknowledgments]

See attachment

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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LOTS 57 AND 58 IN BLOCK 33 IN H. H. WALKER'S SUBDIVISION OF BLOCKS 33, 34 AND 47 AND PART OF LOT 48 IN THE SOUTH ASHLAND AVENUE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1608-10 W. 18TH STREET & 1722 -24 S. ASHLAND AVENUE, CHICAGO, IL.  
P. I. N. 17-19-407-041 VOL. 596

STATE OF ILLINOIS)  
COUNTY OF COOK } SS.

I, LAURA KUMINGO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT on this day personally appeared before me, E. MICHAEL PHILLAN and Gregory S. Kasprzyk, 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 American National Bank and Trust Company of Chicago, 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 FEB 23 1993 day of 19.



Laura Kumingo  
Notary Public

STATE OF ILLINOIS)  
COUNTY OF COOK } SS.

I, Angie Pereda, 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 and Trust Bank, 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 11th day of March, 19 93



Angie Pereda  
Notary Public

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