

DEPT-01 RECORDING

\$25.50

T#0888 TRAM 9662 05/24/93 11:49:00

#2279 # *-93-391932

COOK COUNTY RECORDER

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this 1st day of May, 1993, by and between COMMERCIAL NATIONAL BANK OF BERWYN, A NATIONAL BANKING CORPORATION the owner of the note and mortgage hereinafter described, and Ricardo Badillo & Sandra L. Badillo(J), representing themselves to be the owners of the real estate hereinafter and in said mortgage described ("owner").

In consideration of the mutual promises of the parties hereto, the parties hereby agree to increase the line of credit amount to \$ 55,000.00 in the note or notes of COMMERCIAL NATIONAL BANK OF BERWYN dated, May 1, 1993, 1993, ("note"), secured by a mortgage ("mortgage") recorded on November 11, 1992, in the office of the recorder of deeds of Cook County, Illinois, as document No. 92854804 conveying to the bank certain real estate in Cook County, Illinois, described as follows:

LOT 6 IN BLOCK 5, IN WALTER G. MCINTOSH'S METROPOLITAN ELEVATED SUBDIVISION OF THAT PART OF THE SE 1/4 LYING N OF THE S 1771.3 FEET OF THE S 300 ACRES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 12/12/27 AS DOCUMENT 7745156, IN COOK COUNTY, ILLINOIS.

93391932

P. I. N. 16-19-403-035

COMMON ADDRESS 1634 S. EAST AVENUE, BERWYN, ILLINOIS

2550

UNOFFICIAL COPY

This agreement is supplementary to the Mortgage. All provisions of the Mortgage and Note, including the right to declare principal and accrued interest due for any cause specified in the Mortgage or Note, shall remain in full force and effect. The terms and conditions of this Agreement and the Note or Mortgage. The Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this Agreement shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives and assigns of the Owner. This agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Owner hereby waives and releases all rights and benefits accruing under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interest in the above described real estate, including, without limitations, and exemptions the Owner may have under any state or federal bankruptcy or insolvency laws in the above described real estate.

This loan is payable in full on October 22, 1997. At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. The Bank is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender, which may be the bank you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain refinancing from the same bank.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Agreement the day and year first above written.

COMMERCIAL NATIONAL BANK OF BERYN

BY: Lori A. Jozefik
Lori A. Jozefik, Asst. Vice President

ATTEST: James A. Cairo
James A. Cairo, Asst. Secretary

OWNER:

James 2 Bailes

93391932

UNOFFICIAL COPY

Property of Cook County Clerk's Office

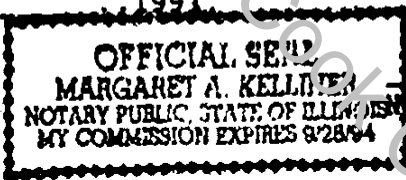
93391932

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Margaret A. Kelliher, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Lori A. Jozefik, Asst. Vice President, and James A. Cairo, Assistant Secretary of COMMERCIAL NATIONAL BANK OF BERWYN, A NATIONAL BANKING CORPORATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the Asst. Secretary then and there acknowledged that as custodian of the corporate seal of said Bank, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notorial seal this 1st day of May, 1991.



Margaret A. Kelliher
NOTARY PUBLIC

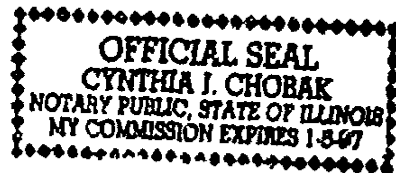
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ricardo Badillo & Sandra L. Badillo, his wife (J), 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, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and notorial seal this 1st day of May, 1991.

Cynthia J. Chobak
NOTARY PUBLIC

This instrument was prepared by:
COMMERCIAL NATIONAL BANK OF BERWYN
3322 South Oak Park Avenue
Berwyn, Illinois 60402
James A. Cairo



933

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93391932

