Loan #3400018

MODIFICATION AGREEMENT

THIS HODIFICATION AGREEMENT made this lat day of September 19 94 , by and between Metropolitan Bank & Trust Company, as Trustes u/t/s dated 09/29/80 a/k/s Trust whose address is 1540-46 W. 51st Street, Chicago, 111inois 60609 (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").

HITHESETH:

This Agreement is based upon the following recitals:

- Spreamer 24 , 19 91, for full value received, Mortgagor λ. executed and delivered to Mortgages its Promissory Note in the principal amount of One havined Seventy Five Thousand and 00/10@ollars (\$ 175,000.00) (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 _______, State of Illinois, which Hortgage was recorded on September 24 , 19 91, as Document No. 91496174 , 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").
- Mortgagor has requested that fertain modifications be made in the above-mentioned Note and Mortgage.
- The outstanding principal balance of said Note as of September 1 ,
- 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 lightclder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Sphordination 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 recolpt 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 loan will be extended to September 1, 1997.
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2.	Your new rate will be 10.50% monthly beginning September 1, 1997

Prepared by:

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

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All other terms and conditions will remain the same.							

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 Murigagee that there is no second mortgage or other subsequent lien now outstand'no against the Mortgaged Premises held by Mortgages, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lies 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 fortgagor 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 apon 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.

Attest: Angié Pereda, Loan Officer

Witness/Attest:

METROPOLITAN BANK AND TRUST COMPANY:

Vice President Its

Kathleen Martinez, Vice President MORTGAGOR:

Metropolitan Bank & Trust Company, as Trustee u/t/a dated/9/29/80 a//k/a Trust #1364.

Abraham Kritzer, St.VP

't. Trust Adranam Aritzer, :
[Add Appropriate Acknowledgments]

DEPT-01 RECORDING

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COOK COUNTY RECURDER

Property of Cook County Clerk's Office

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EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

Lots 1, 2 adm 3 in bossman's resubdivision of lots 70 to 74 in M. Ballin's subdivision of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of section 8, Township 38 Norht, Range 14, East of the Third Principal Meridian, according to the Map of said Bossman's resubdivision recorded November 6, 1886 in Book 39 of plats, page 17, In Cook County, Illinois.

Commonly known as: 1540-46 W. 51st Street, Chicago, Illinois 60609

P.I.N.#20-08-124-045

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STATE OF ILLINOIS SS. COUNTY OF COOK

I, <u>Vicio is Davis</u>, a Notary Public in and for said County, in the State Cloresaid, do hereby certify that on this day personally appeared before me, Angie Tereda 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 Loan Officer and Vice President of Metropolitan Park & Trust Company and acknowledged 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 (see 1 this 21st day of Beptember, 1994.

Notary Public "OFFICIAL SEAL" VICTORIA DAVIS Notary Public, State of Illinois My Commission sypins 6/25/97

STATE OF ILLINOIS SS. COUNTY OF COOK

County, in the State aforesaid, do hereby certify that on this day remonally appeared before me, Cheryl Brueckmann and Abraham Kritzer , personally known to me to be the same persons where appeared before me, Cheryl Brueckmann and Abraham Kritzer , personally known to me to be the same persons whose names are subscribed to the forejoing instrument and personally known to me to be the Asst, trust Officerand Serior Vice Pres. Of Metropolitan Bank & Trust Company and acknowledged 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 21stay of September, 1994.

Notary Public

"OFFICIAL SEAL" VICTORIA DAVIS Notary Public, State of Illinois My Commission Expires 6/25/97

Proberty of Cook County Clerk's Office