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LOAN#8425

MODIFICATION AGRESSES

THIS MODIFICAT	TION AGREEMENT made this <u>lst</u> day of <u>OCTOBER</u> , 19 94 JOSE BERRIOS, DIVORCED AND NOT SINCED REMMARRIED	
whose address is	5916 W. FULLERTON, CHICAGO, ILLINOIS 60639	
	ed "Mortgagor") and METROPOLITAN BANK AND TRUST COMPANY,	
Illinois banking	corporation, with an office at 2201 West Cermak Roa	d,
Chicago, Illinois	60608 (hereinafter called "Mortgagee").	

WITHESSETH:

This Agreement is based upon the following recitals:

- executed and delivered to Mortgages its Promissory Note in the principal amount of ONE ByDRED RIGHTY NINE THOUSAND AND 00/100thollars (\$189.000.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgages, 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 OCTOBER 11 19 91, as Document No. 91533178, 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 1 , 19 94, is \$172.943.94 .
- 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	MATURIT	DATE	WILL	BE R	XTENDED	TO	OCTOBER	1,	1997.	
2.		RATE WII	L BE	REDUCE	D TO	11.00%	FIX	ŒD.			

PREPARED BY:

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

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UNOFFICIAL YOUR NEW MONTHLY PRINCIPAL & INTEREST PAYMENT WILL BE \$2,167.95 BEGINING 3. NOVEMBER 1, 1994. 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 commained in the Mortgage, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to fortgages that there is no second mortgage or other subsequent lien now outstarfing against the Mortgaged Premises held by Mortgages, except as otherwise discloyed herein, and that the lien of the Mortgage is a valid, first and subsisting 1 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 Mostgagor in connection therewith, or alter, waive, vary or affect any promise agreement, covenant or condition recited in any of the above-mentioned docurants, except as herein expressly modified, nor affect or impair any rights, postrs, or remedies of Mortgages 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 empject 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 10 first above written. METROPOLITAN BANK AND TRUCT COMPANY: Angie Perede, Loan Officer Kathleen Martines/ MORTGAGOR:

Attest:

NAC THE

Witness/Attest:

BERRIOS

[Add Appropriate Acknowledgments]

DEPT-01 RECORDING

T#8888 TRAN 5759 11/16/94 13:36:00

#1311 # JB #-94-974610

COOK COUNTY RECORDER

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OUR COUNTY RECORDER

"EXHIBIT "A" ATTACHED HERE WAND JUDI A JART THE POP

LOT 26 (EXCEPT THE WEST 9 FEET THEREOF) AND LOT 25 (EXCEPT THE EASE 8 FRET THEREOF) AND (FXCEPT THE SOUTH 17 FEET OF SAID LOTS TAKEN FOR THE WIDENING OF FULLERTON AVENUE) IN BLOCK 6 IN BOOTH'S SUBDIVISION OF SOUTH 33 1/3 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5916 W. FULLERTON, CHICAGO, ILLINOIS 60639 P.I.N. \$13-29-426-034-0000

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that <u>Jose Berrios</u>, and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

SUBSCRIBED AND SWIRM TO before me this 3rd day of November , 199 4.

My Commission expires:

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

Notary Public

STATE OF ILLINOIS)

COUNTY OF COOK)

County, in the State aforesaid, do hereby certify that in this day personally appeared before me, Angie Pereds and Kathleen Mortines, 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 Losn Officer and Vice President 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 3rd day of November , 1994.

Notary Public

"OFFICIAL SEAL"
VICTORIA DAVIS
Notary Public, State of Illinois
My Commission Expires 8/25/97

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