

# UNOFFICIAL COPY

PREPARED BY/MAIL TO:

Metropolitan Bank and  
Trust Company  
2201 W. Cermak Road  
Chicago, Illinois 60608

95549793

## MODIFICATION AGREEMENT

DEPT-01 RECORDING \$27.50  
T30009 TRAN 9011 08/21/95 09:22:00  
#1417 AH \*-95-549793  
COOK COUNTY RECORDER

THIS MODIFICATION AGREEMENT made this 4th day of May  
1995, by and between Francisco Marcial, a bachelor  
Chicago, Illinois, whose address is 5316 S. Archer Avenue,  
Chicago, Illinois (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 May 04, 1989, for full value received,  
Mortgagor executed and delivered to Mortgagee its Promissory Note  
in the principal amount of One Hundred Thirty Eight Thousand and 00/100ths  
Dollars (\$138,000.00) (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 May 08, 1989, as Document No. 89206027,  
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 June 01,  
1995, is \$ 91,625.72.

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

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INTERCOUNTY TITLE 51179292

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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 May 04, 1998.  
\_\_\_\_\_  
\_\_\_\_\_
2. All other terms and conditions will remain the same.  
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\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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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:

Lawrence T. Bouley  
Its ~~Secretary~~  
Lawrence T. Bouley, A.V.P.

By: Angie Pereda  
Its Asst. Vice President  
Angie Pereda

MORTGAGOR:

Witness/Attest:

Francisco Marcial  
X Francisco Marcial  
Francisco Marcial

[Add Appropriate Acknowledgments]

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EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Lots 13 and 14 in block 5 in W. F. Kaiser and Company's Ardale Subdivision of the West 1/2 of the Southwest 1/4 and the West 3/4 of the East 1/2 of the Southwest 1/4 of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 5316 S. Archer Avenue, Chicago, Illinois  
 PIN: 19-10-302-013 (affects lot 14) 19-10-302-014 (affects lot 13)

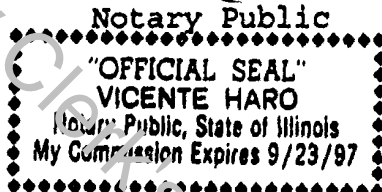
STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the aforesaid State, does hereby certify that FRANCISCO MARCIAL, 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 Sworn to before me this 14th day of June, 1995

*Vicente Haro*  
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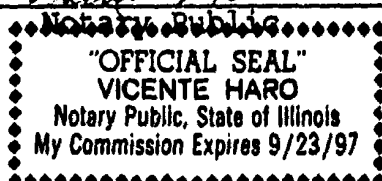
STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, ANGIE PEREDA AND LAWRENCE J. BOULAY, 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 Asst. 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 14th day of June 1995.

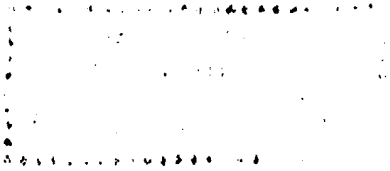
*Vicente Haro*  
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