

# UNOFFICIAL COPY

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PREPARED BY/MAIL TO:

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

DEPT-01 RECORDING \$27.50  
749009 TRAN 0332 12/27/95 16:07:00  
19239 # RH \*-95-898874  
COOK COUNTY RECORDER



## MODIFICATION AGREEMENT

John T. ...  
645 E. Lake St / Suite 402  
Chicago, IL 60611

ECU05755

THIS MODIFICATION AGREEMENT made this 6th day of NOVEMBER 1995, by and between AMERICAN NATIONAL BANK & TRUST COMPANY AS TRUSTEE UTTA DTD 8/31/88 AS TRUST#, whose address is 1542-44 N. ASHLAND AVE. CHICAGO, IL 60647. (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").

2750  
ew

### WITNESSETH:

This Agreement is based upon the following recitals:

A. On NOVEMBER 6th, 1989, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of ONE HUNDRED THOUSAND AND 00/100ths Dollars (\$100,000.00\*\*\*\*\*) (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 NOVEMBER 16th, 1989, as Document No. 89547481, 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").

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B. Mortgagor has requested that certain modifications be made to the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of NOVEMBER 6, 1995, is \$78,366.80.

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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COOK COUNTY CLERK'S OFFICE  
100 NORTH WASHINGTON STREET  
CHICAGO, ILLINOIS 60602

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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. MATURITY DATE IS EXTENDED TO NOVEMBER 6, 1998.  
\_\_\_\_\_  
\_\_\_\_\_
2. THE NEW PRINCIPAL AND INTEREST PAYMENT IS \$1,146.18 PAYABLE MONTHLY BEGINNING DECEMBER 6, 1995.  
\_\_\_\_\_  
\_\_\_\_\_
3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
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:

*Evelyn Nieves*  
Its ~~SECRETARY~~  
EVELYN NIEVES ASST. VICE PRESIDENT

By: *Angie Pereda*  
Its ASST. Vice President  
ANGIE PEREDA

MORTGAGOR:

Witness/Attest:

AMERICAN NATIONAL BANK & TRUST CO.  
AS TRUSTEE U/T/A DATED 08/31/88 a/k/a  
TRUST NUMBER 106371-06

[Add Appropriate Acknowledgments]

This instrument is executed by the undersigned Land Trustee, not party to this instrument, in the presence of the parties hereto, and in full view of the parties hereto, and the Trustee hereby certifies that the instrument is a true and correct copy of the original instrument, and that the instrument is a true and correct copy of the original instrument, and that the instrument is a true and correct copy of the original instrument, and that the instrument is a true and correct copy of the original instrument.

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EXHIBIT A.

ATTACHED HERETO AND MADE A PART HEREOF:

LOT 7 AND 8 (EXCEPT THAT PART TAKEN FOR WIDENING OF ASHLAND AVENUE)  
IN BLOCK 1 IN MCREYNOLD'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4  
OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, IL.

PIN# 17-06-204-039  
17-06-204-040

COMMONLY KNOWN AS 1542-44 N. ASHLAND AVE. CHICAGO, IL 60647

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State of Illinois )  
County of Cook ) ss. REPRESENTATIVES OF AMERICAN NATIONAL BANK AS TRUSTEE  
UNDER TRUST AGREEMENT DTD 8/31/88 AS TRUST NO. 106371-06.

The undersigned, a Notary Public in and for said county, in the aforesaid  
state, does hereby certify that \_\_\_\_\_, 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 5 day of Dec, 1995

J. J. [Signature]  
Notary Public

Commission expires: \_\_\_\_\_



STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, VINCENT HARO, a Notary Public in and for said  
county, in the state aforesaid, do hereby certify that on this day personally  
appeared before me, EVELYN NIEVES and ANGIE PEREDA, 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 ASST. VICE PRESIDENT and ASST.  
VICE PRESIDENT METROPOLITAN BANK AND 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 \_\_\_\_\_ day of \_\_\_\_\_

Vincent Haro  
Notary Public  
"OFFICIAL SEAL"  
VICENTE HARO  
Notary Public, State of Illinois  
My Commission Expires 9/23/97

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