PREPARED TY/MAIL TO:

Metropolitan Bank and Trust Company 2201 W. Cermak Road Chicago, Illinois 60608 0697-07 RECURDING \$27.50 749009 TRAN (338 12/27/95 16:07:00 49239 \$ RIH #-95-898874 (88K COUNTY RECORDER

CUOSTSS

THIS MODIFICATION AGREEMENT made this 6th day of NOVEMBER

1995 by 21d between American National Bank & TRUST COMPANY AS TRUSTEE

0717A DTD 8/31/88 AS TRUST#, whose address is 1542-44 N. ASHLAND AVE. CHICAGO.

IL 60647. (hereinafter called "Mortgagor")

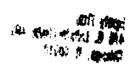
and METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation, with an office at 2201 West Cermak Road, Chicago, Illinois 60608 (hereinafter called "Mortgagee").

WITTESSETH:

This Agreement is based upon the following recitals:

- A. On NOVEMBER 6th , 19 80, for full value received, Mortgagor executed and delivered to Mortgages its Promissory Note in the principal amount of ONE HUNDRED 19 01 SAND AND 00/100 the 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 , 19 89, as Document No.89547481 , with the Recorder of Deeds/Ragistinary 25 25 25 26 200 K 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 mad the above-mentioned Note and Mortgage.
- C. The outstanding principal balance of said Note as of NOVEMBER 6, 19 95, 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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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 preceipt and adequacy of which are hereby acknowledged, the parties thereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

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|----------|---|
| | RINCIPAL AND INTEREST PAYMENT IS \$1,146.18 PAYABLE EGINNING DECEMBER 6, 1995. |
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| | |
| LL OTHER | TERMS AND CONDITIONS REMAIN THE SAME. |
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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

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 dessigns.

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: By: **SECRETARY** Vice President Its ASST. ASST. VICE PRESIDENT ANGIE PEREDA EVELYN NIEVES MORTGAGOR: Witness/Attest: AMERICAN NATIONAL BANK & TRUST CO. AS TRUSTEE U/T/A DATED 08/21/88 a/k/a TRUST NUMBER 106371-06. [Add Appropriate Acknowledgmen

This instrument is executed by the understand Land Trustee, not person to the second of the second o

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EXHIBIT A.

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 17-06-204-030

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

REPRESENTATIVES OF AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DTD 8/31/88 AS TRUST NO. 106371-06. tate of Illuncia

beaty of Cook

The undersigned, a Notern Papile in and for said county, in the aforesaid tabe, does hemeby certify that e the same person whose take is subscribed to the foregoing instrument, appeared efore me this day in person and solverhedged that he signed and delivered the sld instrument as his own free and volutery act, for the uses and purposes berein set forth.

casculate and avoir to before the this of day of

OFFICIAL SEAL

JENIFER Y. CHESSE NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 11/01/99

state of ILLINOIS

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I, VINCENT HARD, a Notery Public in and for said county, in the State efforesaid, do bereby certify that on this day personally appeared before me, EVELYN NIEVES and ANGIE PEREPA, personally known to me to be the same persons those cames are subscribed to the foregoing Instrument and personally know to be to be the ASST. VICE PRESIDENT ASST.

ICE PRESIDENT METROPOLITAN BANK AND THE LEMEST FREE The said instrument as and acknowledged that they signed, sealed administrated the said instrument as their free and voluntary art and deed, for the uses and purposes therein set funt, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the case and in behalf of said corporation as the free and voluntary and of said corporation for the uses and purposes set forth.

Cives under my hand and noterial seal this

<u>"Officiae" seal</u> VICENTE HARO Notary Public, State of Illinois Commission Expires 9/23/97.