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SPREPARED BY/MAIL TO:

기Metropolitan Bank and 한 Trust Company 번 2201 W. Cermak Road 기Chicago, Illinois 60608 . DEFT-01 RECORDING \$27.5 . 149009 TRAN 0338 12/27/95 16:07:00

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COOK COUNTY RECORDER

CODIESCATION AGREEMENT

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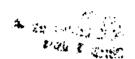
THIS MODIFICATION AGREEMENT made this 6th day of NOVEMBER 1995, by and between AMERICAN NATIONAL BANK & TRUST COMPANY AS TRUSTEE U/T/A WTD 8/31/88 AS TUCT , whose address is 1542-44 N ASHLAND AVENUE, (hereinafter called "Mortgagor") and METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation, with an office at 2201 West Cermak Road, Chicago, Illinois 60608 (hereinafter called "Mortgagee").

WITHESSETH:

This Agreement is based upon the following recitals:

- A. On NOVEMBER 6th , 19 89, for full value received, Mortgagor executed and delivered to Mortgages its Promissory Note in the principal amount of FIFTY THOUSAND DOLLARS AND OO/100ths-----
 Dollars (\$50,000.00********) (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. 89547480 , with the Recorder of Deeds/Regykkkykkkykkkings 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 mad a the above-mentioned Note and Mortgage.
- 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 that 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:

MATURIT	Y DATE IS EXTENDED TO NOVEMBER 6, 1998.
	
NEW PRI	NCIPAL PAYMENT IS \$373.60 PLUS ACCRUED INTEREST PAYABLE
MONT HT Y	BEGINNING DECEMBER 6th, 1995.
ALL OTHE	ER TELMS AND CONDITIONS REMAIN THE SAME.
	$0_{\mathcal{E}}$

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

btherwise 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:

By: Light Company:

By: Light Company:

Its Asst. Vice President

EVELYN WIEVES ASST VICE PRESIDENT

MORTGAGOR:

Witness/Attest:

AMERICAN NATIONAL BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 31, 1988 AS TRUST NO 106371-06

[Add Appropriate Adknowledgments]

This inclument is a constant of process of the constant of the constant of the Truston in this inclument.

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EXHIBIT A.

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UNDEFFICIAL COPY

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, ILLINOIS.

PIN# 17-06-204-039 AND 17-06-206-040

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

aty of Cock)	RESENTATIVES OF AMERICAN NATIONAL BANK AS TRUSTEE FOR TRUST AGREEMENT DTD 8/31/88 AS TRUST NO. 106371-06.
te, does hereby certify the	s subscribed to the Monegoing listifican, especial
to an mar while May in terrior a	nd acknowledged that he signed and delivered the se and voluntary act, for the uses and purposes
ESCRIBED AND SWORN TO before	Es this S day of Dec , 159
	i Allica de
"OFFICIAL SEAL"	mission expires:
JENIFER Y. CHESSE NOTARY PUBLIC STATE OF ILLINIDIS My Commission Expires 11/01/99	
*****	2,0

VINCENT HARO Notery Public is end for said inty, in the State afcressid, do hereby certify that on this day personally peared before me, ANGIE PEREDA personally known tie same Prose names are subscribed to the foregoing ce to be METROPOLITAN BANK AND TRUST COMPANY Estly known to be to be the ASST. VICE PRESIDENTED ASST. VICE e acknowledged that they signed, sealed and delivered the said instrument as eir free and valuatery act and deed, for the uses and purposes therein set out, and that the seal affixed to the foregoing instrument is the corporate el and the said instrument was signed, scaled and delivered in the came and in tali of said composation as the free and voluntary and of said composation for e uses and purposes set forth.

Given under my hand and notarial seal this 6 day of Noveman, 1995

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

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