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PREPARED BY/MAIL TO:

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

DEPT. RECORDING \$27.50
148009 TRAN 0339 12/27/95 16:07:00
49.00 + RH *-95-898875
COOK COUNTY RECORDER

MODIFICATION AGREEMENT

Equity Title
476 E. Lake St/ Suite 402
Chicago, IL 60610

EC105755

THIS MODIFICATION AGREEMENT made this 6th day of NOVEMBER 1995, by and between AMERICAN NATIONAL BANK & TRUST COMPANY AS TRUSTEE U/T/A TRD 8/31/88 AS TRUST, whose address is 1542-44 N. ASHLAND AVENUE, 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").

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 FIFTY THOUSAND DOLLARS AND 00/100ths----- 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, 1989, as Document No. 89547480, with the Recorder of Deeds/~~REGISTRY OF DEEDS~~ 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 to the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of NOVEMBER 6, 1995, is \$ 40,348.33.

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 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. NEW PRINCIPAL PAYMENT IS \$373.60 PLUS ACCRUED INTEREST PAYABLE MONTHLY BEGINNING DECEMBER 6th, 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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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, ILLINOIS.

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

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

State of Illinois) ** REPRESENTATIVES OF AMERICAN NATIONAL BANK AS TRUSTEE
County of Cook) ss. 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 15 day of Dec, 1995

[Signature]
Notary Public



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 of METROPOLITAN BANK AND TRUST COMPANY. I 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 6th day of November, 1995.

[Signature]
Notary (Public)



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