

95014286 **UNOFFICIAL COPY**

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 21st day of November, 1994, by and between Primitivo Cruz married to Maria Cruz *****, whose address is SEE ATTACHED LEGAL (EXHIBIT "A") (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:

DEPT-01 RECORDING \$33.50
T40012 TRAN 1457 01/09/95 09:46:00
4427 SK *-95-014266
COOK COUNTY RECORDER

This Agreement is based upon the following recitals:

A. On November 21, 1991, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of One Hundred Five Thousand and 00/100th **** Dollars (\$105,000.00) (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 23, 1991, as Document No. 91522356, 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 November 21, 1994, is \$96,180.94.

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 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:

- Maturity date will be extended to November 21, 1997.
- Your rate will be reduced to 11.00 fixed for 3 years.

Prepared by:

METROPOLITAN BANK & TRUST CO.
2201 WEST CERMAK ROAD
CHICAGO, ILLINOIS 60608-3996
(312) 254-1000

95014286

Handwritten initials and numbers: 13350, 584

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- 3. Your new monthly installment and interest payment will be \$1,205.69 beginning December 21, 1994.
- 4. All other terms and conditions will remain the same.

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 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: Angie Pereda, F.O.
 Its SECRETARY
 Angie Pereda, Loan Officer

By: Kathleen Martinez, V.P.
 Its Vice President
 Kathleen Martinez, V.P.
 MORTGAGOR:

Witness/Attest:
Primitivo Cruz
 Primitivo Cruz

[Add Appropriate Acknowledgments]

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