

PREPARED BY/MAIL TO:

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

DEPT-01 RECORDING \$27.00
T#0012 TRAN 1114 06/27/96 12:09:00
#4958 DT *-96-497474
COOK COUNTY RECORDER

MODIFICATION AGREEMENT

234

THIS MODIFICATION AGREEMENT made this 12th day of APRIL, 1996, by and between JOHN D. CREBBDIO, whose address is 5600 N. FLEMING CHICAGO, IL (hereinafter called "Mortgagee") 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:

27700

This Agreement is based upon the following recitals:

7430510-F2 DM

A. On APRIL 12th, 1993, for full value received, Mortgagee executed and delivered to Mortgagee its Promissory Note in the principal amount of TWO HUNDRED THIRTY SIX THOUSAND TWO HUNDRED FIFTY Dollars (\$236,250.00) (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 MAY 28th, 1993, as Document No. 93407207, 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. Mortgagee has requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of APRIL 12th, 1996, is \$199,592.70.

D. Mortgagee 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. THE MATURITY DATE IS EXTENDED TO APRIL 12, 1999.

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

3. _____

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 ~~XXXXXXXXXX~~
EVELYN NIEVES, ASST. VICE PRESIDENT

By: *Lawrence T. Boulay*
Its ASST. Vice President
LAWRENCE T. BOULAY

MORTGAGOR:

Witness/Attest.

John D. Crededio
JOHN D. CREDEDIO

[Add Appropriate Acknowledgments]

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EXHIBIT A.

ATTACHED HERETO AND MADE A PART HEREOF

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PARCEL : THE SOUTH 3/4 (EXCEPT THAT PART TAKEN FOR SOUTH CENTRAL AVENUE AND EXCEPT THE SOUTH 809 FEET OF SAID SOUTH 3/4) OF THE EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL : THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 17 COMMENCING ON THE WEST LINE OF CENTRAL AVENUE 666 FEET NORTH OF THE NORTH LINE OF WEST 12TH STREET; THENCE NORTH ALONG THE WEST LINE OF SAID CENTRAL AVENUE A DISTANCE OF 110 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF WEST 12TH STREET TO THE CENTER LINE OF THE EAST 1/4 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17; THENCE SOUTH ON SAID CENTER LINE A DISTANCE OF 110 FEET, THENCE EAST TO THE POINT OF BEGINNING IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5600 W. FILMORE, CHICAGO, IL
PIN# 16-17-413-019 & 16-17-413-010

State of Illinois)
County of Cook)

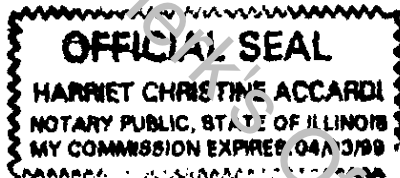
***JOHN D. CREDEGIO

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 12th day of APRIL, 1996.

John D. Credigio
Notary Public

My Commission expires: 4/3/99



STATE OF ILLINOIS)
COUNTY OF COOK)

I, VICENTE 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 LAWRENCE T. BOULAY, 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, and acknowledged that they signed 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 12th day of APRIL, 1996.



Vicente Haro
Notary Public

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