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PREPARED BY/MAIL TO:

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

. DEPT-01 RECORDING \$27.50
. T#0014 TRAN 1456 01/23/96 14:14:00
. #7771 # JW *-96-060912
. COOK COUNTY RECORDER

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 4th day of August, 1995, by and between *RENE GAMBOA, **ELEAZAR GAMBOA, ***DAVID H. GAMBOA, ****JOSE H. GAMBOA, *****MARTHA A. GAMBOA, whose address is 5820 W. CERMAK ROAD, CICERO, ILLINOIS 60650 (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 AUGUST 4TH, 1992, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of ONE HUNDRED TWENTY ONE THOUSAND AND 00/100THS Dollars (\$ 121,000.00) (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 AUGUST 11, 1992, as Document No. 92593721, 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 AUGUST 01, 1995, is \$ 110,864.79.

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

*RENE GAMBOA, A BACHELOR
**ELEAZAR GAMBOA, A BACHELOR
***DAVID H. GAMBOA, A BACHELOR
****JOSE H. GAMBOA, A BACHELOR
*****MARTHA A. GAMBOA, A SPINSTER

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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 AUGUST 04, 1998.

2. THE INTEREST RATE WILL BE REDUCED FROM 11% TO 10.75%
EFFECTIVE AUGUST 04, 1995.

3. THE MONTHLY PRINCIPAL AND INTEREST PAYMENT WILL BE \$1,373.40
BEGINNING SEPTEMBER 04, 1995.

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

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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:

Angie Pereda
Its ~~SECRETARY~~
ANGIE PEREDA ASST. VICE PRESIDENT

By: James T. Bailey
Its Vice President

MORTGAGOR:

Witness/Attest:

X René Gamboa
RENE GAMBOA
X David H. Gamboa
DAVID H. GAMBOA

X Eleanora Gamboa
ELEAZAR GAMBOA
X Jose H. Gamboa
JOSE H. GAMBOA

X Martha A. Gamboa
MARTHA A. GAMBOA [Add Appropriate Acknowledgments]

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EXHIBIT A.

ATTACHED HERETO AND MADE A PART HEREOF.

LOT 187 (EXCEPT THE WEST 7.06 FEET OF THE NORTH 91.42 FEET AND THE WEST 7.23 FEET OF THE SOUTH 33.58 FEET OF SAID LOT) IN E.A. CUMMINGS AND COMPANY'S 2ND ADDITION TO WARREN PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-20-427-028
5820 W. Cermak
Cicero, IL 60650

State of Illinois) ***
) ss. ENE GAMBOA ELEAZAR GAMBOA
County of Cook) DAVID H. GAMBOA JOSE H. GAMBOA
) MARTHA A. GAMBOA.

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 4th day of AUGUST, 1995.

Vicente Haro

Notary Public

My Commission expires: _____

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

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

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, ANGIE PEREDA 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, 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 4th day of August, 1995.

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

Vicente Haro

Notary Public

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