au j

UNOFFICIAL COPY

96060912

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

NODIFICATION 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 GAMBOSE 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").

WITE AS SETH:

This Agreement is based upon tre following recitals:

- A. On AUGUST 4TH , 19 92, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of ONE HUNDRED TWENT; C.F. THOUSAND AND OD/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 , 19 92, as Document No. 97593721 , with the Recorder of Deeds/Registrar of Titles of COCK 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 , 19 95 , 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

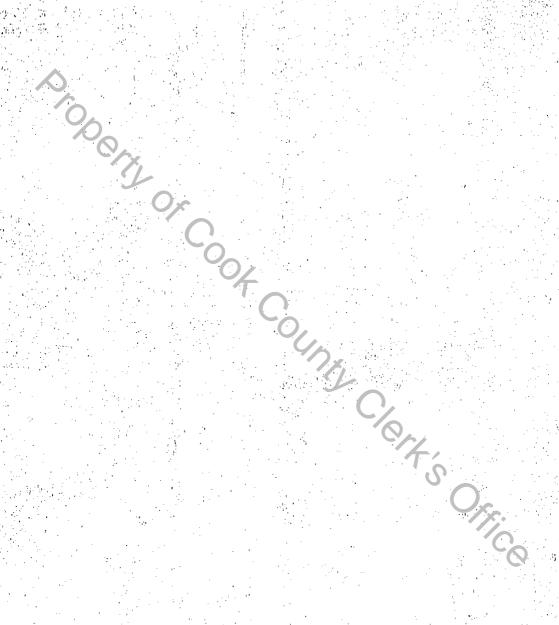
***DATID H. GAMBOA, A BACHELOR

****JOSE H. GAMBOA, A BACHELOR

****MARTHA A. GAMBOA, A SPINSTER

3

96086916



herein modified, which Consent and Subordination is attached hereto as Exhibit "h"), 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:

THE MATURITY DATE	IS EXTENDED TO AUGUST 04, 1998.
COLUMN DE MANAGEMENT DE MANAGE	
	WILL BE REDUCED FROM 112 TO 10.752
EFFECTIVE A IGUST O	24, 1995
THE MONTHLY PRINCE	PAY AND INTEREST PAYMENT WILL BE \$1.373.40
BEGINNING SEPTEMBE	
	The state of the s
ALL OTHER TERMS AN	D CONDITIONS VI'L REMAIN THE SAME
والمستون	THE PARTY OF LAND ASSESSMENT OF THE PARTY OF

In consideration of the modification of the verms 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 licknew 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

Dioperty or Cook County Clerk's Office

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: Fam. T. Boly	
Its XXXXXXXXXXXXXXXXX	Its Vice President	
ANGLE PEREDA ASSI VICE PRESIDENT	CGAGOR:	
Witness/Attest:	A	
a de la companya del companya de la companya del companya de la co	x Elegen Loudon	
REIN TANKS	ELENZAN GAMBON Synda	
DAVID H. GAMBOA	JOSE/H. GAMBOA	
Marin miles	almoul odemontes?	
MARIHA A. GAMBOA [Add Appropriate]	CKHOWISCIGMENCS)	
	4	
	C	
	Collus Collection of the Colle	
	4h.	
	C	
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
$\label{eq:continuous}  \psi_{i}\rangle =  \psi_{i}\rangle -  \psi_{i}\rangle +  \psi$	7,0	
	909	
	V _{Sc.}	
	10	
•		

Property of Coot County Clert's Office

300001

## INDEFEICIAL COP

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. Cermek Cicero, IL 6065C

state of Tillmola )

PLNE GAMBOA D/VID H. GAMBOA

ELEAZAR GAMBOA JOSE H. GAMBOA

county of Cock

The undersigned, a Notary Public in and for said county, in the aforesaid to the same person whose tare is subscribed to the foregoing insurment, appeared before me this day in person and acknowledged that he signed and delivered the therein set forth.

SUSSCRIED AND SHOW TO before on this 4th day of AUGUST

My Commission expires:

"OFFICIAL SEAL" VICENTE HARO Notary Public, State of Illinois My Commission Expires 9/23/07

STRUE OF ILLENOIS ) 55. המסמש מם צד המסמ

a Notary Public in and for said County, in the State aforekaid, do bereby centify that on this day personally known appeared before or, ANGIE PEREDA and LAWRENCE T. BORLLY, Personally known ECCUTY, in the State Richerald, do bereby centify that on this day personally known appeared before me. ANGIE PEREDA and LAMBENCE T. HOULD, personally known to me to be the same persons whose names are subscribed to the foregoing to me to be the ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY AND TRUST COMPANY ACT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY ACT ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY ACT ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY ACT ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY ACT ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY ACT ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METROPOLITAN BANK AND TRUST COMPANY ACT ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METADOLITAN BANK AND TRUST COMPANY ACT ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METADOLITAN BANK AND TRUST COMPANY ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METADOLITAN BANK AND TRUST COMPANY ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METADOLITAN BANK AND TRUST COMPANY ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METADOLITAN BANK AND TRUST COMPANY ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METADOLITAN BANK AND TRUST COMPANY ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METADOLITAN BANK AND TRUST COMPANY ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METADOLITAN BANK AND TRUST COMPANY ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METADOLITAN BANK AND TRUST COMPANY ASST. VICE PRESIDENT ASST.

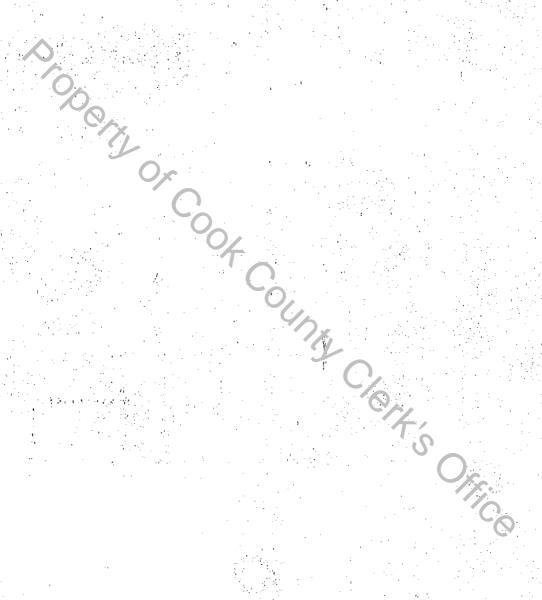
VICE PRESIDENT METADOLITAN BANK AND TRUST COMPANY ASST. VICE PRESIDENT ASST.

VICE PRESIDENT METADOLITAN BANK AND TRUST COM persett of said compensation as the free and voluntary act of said compensation for the uses and purposes set forth.

caree under my hand and notarial seal this The day of August, 1595.

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

Crowner. Notary Public



Sec. (91)