

# UNOFFICIAL COPY

PREPARED BY/MAIL TO :

97130557

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

DEPT-01 RECORDING \$27.00  
T#0011 TRAN 5764 02/26/97 10:51:00  
#1769 # KP #-97-130557  
COOK COUNTY RECORDER

## MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT made this 1st day of DECEMBER, 19 96, by and between METROPOLITAN BANK AND TRUST COMPANY, AS TRUSTEE U/T/A DATED 08/02/86 A/K/A, whose address is 4105-4107 W. 26th STREET, CHICAGO ILLINOIS 60623 (hereinafter called "Mortgagor") and METROPOLITAN BANK AND TRUST COMPANY, an Illinois banking corporation, with and office at 2201 West Cermak Road, Chicago, Illinois 60608 (hereinafter called "Mortgagee").

ATI-90 8855

WITNESSETH:

27-  
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This Agreement is based upon the following recitals:

A. On NOVEMBER 30, 19 90, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of ONE HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED &no/100ths Dollars (\$ 192,400.00\*\*\*\*\*) (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 DECEMBER 4, 19 90, as Document No. 90589544, 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 said Note as of DECEMBER 1, 19 96, is \$ 160,185.06.

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. THE MATURITY DATE IS EXTENDED TO DECEMBER 1, 1999.  
\_\_\_\_\_  
\_\_\_\_\_
2. THE INTEREST RATE IS LOWERED TO 10.25%.  
\_\_\_\_\_
3. ~~YOUR NEW MONTHLY PRINCIPAL AND INTEREST PAYMENT WILL BE \$2,276.93 BEGINNING JANUARY 1, 1997.~~  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
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 herein above 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 herein above

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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:

By:

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

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

**MORTGAGOR:**

METROPOLITAN BANK AND TRUST COMPANY, AS TRUSTEE  
U/T/A DATED 8/2/86 A/K/A TRUST # 1627

Witness/Attest:

*William Krutger*

*Ray Bruckman Trust Officer*

( Add Appropriate Acknowledgments )

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EXHIBIT A.

ATTACHED HERETO AND MAKE A PART HEREOF:

LOT 3 AND THE EAST 18 FEET OF LOT 4 IN BLOCK 3 IN MCMILLAN AND WETMORE'S SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4105-4107 W. 26th STREET  
CHICAGO, IL 60623

PIN# 16-27-405-007

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

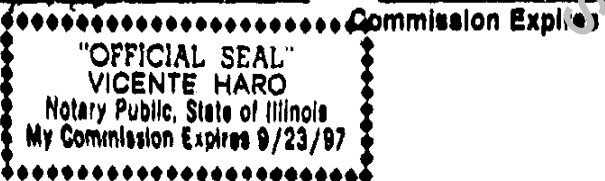
\*\*\*METROPOLITAN BANK AND TRUST COMPANY  
AS TRUSTEE U/T/A DATED 08/02/86  
AND KNOWN AS TRUST NUMBER 1627.

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 instruments, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free voluntary act, for the uses and purposes therein set forth

SUBSCRIBED AND SWORN TO before me this 1st day of December, 1996

Vicente Haro  
\_\_\_\_\_  
Notary Public Commission Expires

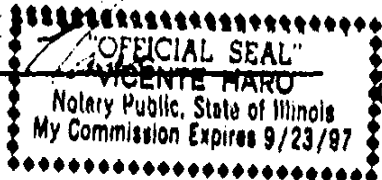
STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )



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, ANGIE PEREDA and LAWRENCE T. HOULAY 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 an voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the forgoing instrument is the corporate seal and the 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 1st day of DECEMBER, 1996.

Vicente Haro  
\_\_\_\_\_  
Notary Public Commission Expires



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