

# UNOFFICIAL COPY

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1999-03-23 14:42:40  
Cook County Recorder 29.50

PREPARED BY AND AFTER  
RECORDING MAIL TO:

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



99276722

## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 6th day of November 1998, by and between American National Bank & Trust Company as Trustee u/t/a dated 8/31/88 a/k/a # 10637106 whose address is 1542-44 N. Ashland, Chicago, Il. 60647 (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 November 6th, 1989, for full value received, Mortgagor executed and delivered to Mortgagee its Promissory Note in the principal amount of One hundred thousand dollars and 00/100ths Dollars (\$100,000.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Mortgage (hereinafter called the "Mortgage") and Assignment of Rents, 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 16th, 1989, as Document No. 89547481, 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 6th, 1998 is Sixty thousand six hundred ninety four dollars and 35/100 (\$60,694.35).

NETCO INC.  
415 N. LaSalle, Ste. 402  
Chicago, IL 60610

EC105755-2

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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:

1. The maturity date is extended to November 6th, 2001
2. All other terms and conditions will 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 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.

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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: Jan T. Bond By: Thomas M. Jones  
Its: ~~Vice President~~ Its: President  
LOAN OPERATIONS OFFICER

MORTGAGOR(S): American National Bank & Trust Company  
of Chicago, as Trustee u/t/a dated 8/31/88  
a/k/a #106371-06

99276722

By: [Signature]

Witness/Attest:

Attest: \_\_\_\_\_ By: \_\_\_\_\_

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS  
COUNTY OF COOK )

\*\*\*AMERICAN NATIONAL BANK AND TRUST COMPANY  
AS TRUSTEE U/T/A DATED 8/31/88  
AND KNOWN AS TRUST# 10637106

The undersigned, a Notary Public in and for said County, in the aforesaid State, does hereby certify that \*\*\*, 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 she signed and delivered the said instrument as     own free and voluntary act, for the uses and purposes therein set forth.

Subscribed and sworn to before me this 29 day of Dec, 1998.

Notary

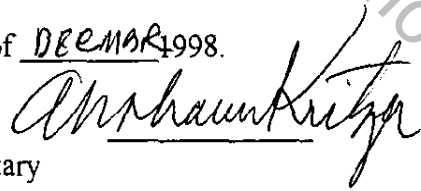


STATE OF ILLINOIS)  
                                  )ss  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Theresa M. Grace and Lawrence T. Bault 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 president and loan operations officer 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 29 day of DECEMBER, 1998.

Notary



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EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Lot 7 and 8 ( except that part taken for widening of Ashland Avenue) in Block 1 in McReynold's Subdivision of the East 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1542-44 N. Ashland Ave., Chicago, Il.

# 17-06-204-039,040

Property of Cook County Clerk's Office