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1961/0253 45 001 Page 1 of 5
2002-02-19 10:28:17
Cook County Recorder 55.00
0020192150

WHEN RECORDED MAIL TO:

WASHINGTON MUTUAL BANK
540 EAST MAIN ST STB2PCL
STOCKTON, CA 95290

LOAN NUMBER: 0058890955
Prepared By: D. Pierce

Space above this line
for Recorder's use only

MODIFICATION OF MORTGAGE AND/OR NOTE

79-32-069 J/LD CTI

THIS AGREEMENT is made this **29th** day of **November 2001** by and between I **Peter Y. Paik and Grace K. Paik, husband and wife,** hereinafter called Trustor or Borrower, and Washington Mutual Bank, FA, a federal association, hereinafter called Beneficiary or Lender.

NS 5 98

RECITALS

A. On **September 4, 2001**, Trustor did make, execute and deliver to Washington Mutual Bank that certain MORTGAGE with an **Adjustable Rate Rider** in favor of Washington Mutual Bank, FA, a federal association, recorded, in Official Records in the Office of the County Recorder of **Cook** County, State of Illinois, securing an Adjustable Rate Note in favor of Beneficiary and covering the following described real property:

SEE ATTACHED LEGAL DESCRIPTION

COMMONLY KNOWN AS : 10381 DEARLOVE #1-L, GLENVIEW, IL 60025

B. Borrower executed the Note dated **September 4, 2001**, Loan Number **0058890955** in the original principal amount of **$100,000.00** with a current balance of **$99,911.77** as of **November 29, 2001**.

C. The Note and/or the MORTGAGE require one or more changes and/or corrections, and the parties hereto desire to modify said Note and/or MORTGAGE. Borrower has initialed the necessary changes below.

MODIFICATION

NOW THEREFORE, Borrower and Lender hereby covenant and agree that the Note together with any Addenda thereto and/or the MORTGAGE together with any Riders thereto shall be modified as follows:

BOX 333-CTI

Loan #0058890955

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LEGAL DESCRIPTION

STREET ADDRESS: 10381 DEARLOVE UNIT 1-I
CITY: GLENVIEW COUNTY: COOK
TAX NUMBER: 04-32-402-061-1119

LEGAL DESCRIPTION:

PARCEL 1:
UNIT 4-109, IN REGENCY CONDOMINIUM NUMBER 1, AS DELINEATED ON THE SURVEY OF PART OF THE WEST 30 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO DECLARATION OF CONDOMINIUM REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER LR3112447, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION REGISTERED AS DOCUMENT NUMBER LR3112442, AS AMENDED FROM TIME TO TIME, AND AS CREATED BY DEED FROM NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 21, 1969 AND KNOWN AS TRUST NUMBER 4600 TO JOHN E. ROBERTS REGISTERED AS DOCUMENT NUMBER LR3211935 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

LOAN # **0058890955**

N/A 1. The legal description in Exhibit "A" is incorrect or inaccurate and the parties hereto agree that the correct legal description of the legal property encumbered by the MORTGAGE is attached hereto as Exhibit "B".
initials

N/A 2. The maturity date of the Note and MORTGAGE is erroneously set forth as n/a ,n/a, and is hereby modified to correctly reflect a maturity date of n/a, n/a.
initials

N/A 3. The interest rate first set forth in the Note and recited in the Adjustable Rate Rider to the MORTGAGE is hereby modified to reflect interest rate as n/a% subject to change in accordance with Section 4 of the Note.
initials

N/A 4. The Change Date first set forth in section 4(A) of the Note and recited in the Adjustable Rate Rider to the MORTGAGE is erroneously set forth as n/a, n/a, and is hereby modified to correctly reflect the first Change Date as n/a, n/a.
initials

5. The First Interest Rate change as set forth in section 4(D) of the Note and recited In the Adjustable Rate Rider to the MORTGAGE is erroneously set forth as: greater than **6.625%,** or less than **6.625%** and is hereby modified to correctly reflect, greater than **8.625%,** or less than **4.500%** .
initials

N/A 6. The Interest Rate Limit set forth in section 4(D) of the Note and recited in the Adjustable Rate Rider to the MORTGAGE is erroneously set forth as n/a, and is hereby modified to correctly reflect the Interest Rate Limit as n/a.
initials

N/A 7. The Payment Change Date first set forth in section 4(E) of the Note and recited in the Adjustable Rate Rider to the MORTGAGE is erroneously set forth as n/a , n/a, and is hereby modified to correctly reflect the first Payment Change Date as n/a , n/a.
initials

N/A 8. The Balloon Rider (Conditional Right to Refinance) to the MORTGAGE erroneously sets forth the new Maturity Date under the New Loan, as defined therein, as n/a , n/a, and is hereby modified to correctly reflect the new Maturity Date of the New Loan as n/a , n/a.
initials

N/A 9. Other:_____
initials

10. Except as modified herein, all other terms and conditions of the Note and Adjustable Rate Rider shall remain unchanged and in full force and effect.

11. If action be instituted on said Note and/or Adjustable Rate Rider, Borrower promises to pay to Lender any expenses incurred, including, but not limited to, reasonable attorneys' fees and court costs.

12. This agreement shall be the joint and several obligation of each maker.

LOAN #0058890955

13. In the event any provision of said Note or MORTGAGE is held to be invalid, this shall not invalidate any of the remaining provisions of the Note, MORTGAGE or Adjustable Rate Rider.

14. Borrower represents that the property described in said MORTGAGE is subject to no encumbrance subsequent to said MORTGAGE and that no person or entity, other than the undersigned, has any interest in the property.

15. Borrower and Lender agree that in all other respects not inconsistent herewith, the terms of said MORTGAGE together with any Riders thereto, which are incorporated herein by this reference, shall remain in full force and effect and be binding hereon.

16. Trustee is hereby authorized and directed to endorse a memorandum hereof upon said MORTGAGE and Note. This agreement shall inure to and bind the heirs, devises, successors and assigns of the parties hereto.

In witness whereof, the parties hereto have executed this agreement on the day and year first above written.

Trustor/Borrower

Peter Y. Paik 12/8/01

Grace K. Paik 12/8/01

Beneficiary/Lender
WASHINGTON MUTUAL BANK, FA

By: _____
Name: Suzanne L. Breaker
Its: Assistant Vice President

By: _____
Name: Jess G. Almanza
Its: ~~Assistant Vice President~~

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Loan # 0058890955

THE STATE OF ILLINOIS §
§
COUNTY OF Cook §

On December 8, 2001 before me, Helen Lee, Notary Public
(Notary Name and Title)

personally appeared Peter Y. Park & Grace K. Park
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

OFFICIAL SEAL
HELEN LEE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/15/04
(Notarial Seal)

THE STATE OF CALIFORNIA §
§
COUNTY OF SAN JOAQUIN §

On December 4, 2001 before me, Lynn M. Minard, Notary Public
(Notary Name and Title)

personally appeared Suzanne L. Breaker, AVP and Jess G. Almanza, AVP
personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument on the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature Lynn M. Minard

LYNN M. MINARD
COMM. # 1264588
NOTARY PUBLIC-CALIFORNIA
SAN JOAQUIN COUNTY
COMM. EXP. MAY 20, 2004
MGC1

(Notarial Seal)

20192150