

UNOFFICIAL COPY

CORPORATE SEAL

PETERSON BANK
BY: [Signature]
Sr. Vice President

ATTEST: [Signature]
Vice President & Cashier

04057985

CORPORATE SEAL

MORTGAGOR: American National Bank and Trust Company of Chicago U/T#1028-73-08 DTD 6/10/87

BY: [Signature]
Gregory S. Kasprzyk
Second Vice President

ATTEST: [Signature]
Anita T. Lukin
ASSISTANT SECRETARY

CO-MAKER: [Signature]
Dae Woo Byun

[Signature]
Christine H. Byun

STATE OF ILLINOIS) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of Peterson Bank, Mortgagee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own and free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said officers then and there acknowledged that the said officers, as custodian of the corporate seal of said Bank to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

"OFFICIAL SEAL"
LINDA J. KIM
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/24/98

Given under my hand and Notarial Seal this 2nd day of Dec, 1994:
[Signature] : DEPT-01 RECORDING \$23.50
T#0011 TRAN 4990 12/20/94 10:00:00
43612 RV *-04-057985
Notary Public : COOK COUNTY RECORDER

STATE OF ILLINOIS) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the American National Bank and Trust Company of Chicago Mortgagee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said officers then and there acknowledged that the said Officers, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

04057985

NOTARIAL SEAL

Given under my hand and Notarial Seal this 1st day of Dec, 1994

[Signature]
Notary Public

"OFFICIAL SEAL"
Sol Flores
Notary Public, State of Illinois
My Commission Expires 10/21/98

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 Dae Woo Byun and Christine H. Byun, his wife, personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes set forth.

"OFFICIAL SEAL"
LINDA J. KIM
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/24/98

Given under my hand and Notarial Seal this 2nd day of Dec, 1994.

[Signature]
Notary Public

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:

3244-50 W. Bryn Mawr, Chicago, IL 60659 Reference: CO/Dae Woo Byun
xxx Mail To: Peterson Bank (ATTN: Joy Park)
3232 W. Peterson Ave.
Chicago, Illinois 60659

23.50

UNOFFICIAL COPY

LOTS 19, 20, 21 AND 22 IN BLOCK 55 IN W.P. KAISER AND COMPANY'S BRYN MAWR ADDITION TO ARDILL TERRACE BEING A SUBDIVISION OF THAT PART OF THE SOUTH WEST 1/4 OF SECTION AND THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3244-3250 W. Bryn Mawr, Chicago, IL 60659
PIN #13-02-433-014

PETERSON BANK

MODIFICATION AGREEMENT

MORTGAGE

02075011

The above space for RECORDER'S USE ONLY

This agreement dated December 1, 1994 by and between Peterson Bank, hereinafter called Mortgagee; American National Bank and Trust Company of Chicago U/T #1028-73-08 DTD 6/10/87, hereinafter called Mortgagor, and Dae Woo Byun and Christine H. Byun, his wife, hereinafter called Co-Maker(s):

Witnesseth: 3244-50 W. Bryn Mawr, Chicago, Illinois

(1) Mortgagee is the holder of a certain Promissory Note Dated 11/25/88, in the original face amount of Forty Thousand One and No/100 (\$40,001.00) Dollars executed by Mortgagor and Co-Maker(s) and Secured by Mortgage dated 11/25/88, recorded on 2/21/89 as document #89-078405, and Modification Agreement dated 11/25/89, recorded on 12/18/89 as document #89-601272, and Modification Agreement dated 12/01/90, recorded on 1/16/91 as document #91-024862, and Modification Agreement dated 12/01/91, recorded on 2/25/92 as document #92-118169, and Modification Agreement dated 12/01/92, recorded on 12/17/92 as document #92-951709, and Modification Agreement dated 12/01/93, recorded on 3/31/94 in the office of the Recorder of Deeds, in the County of Cook, State of Illinois as Document #94-292485, on Real estate legally described as follows:

Per legal description attached hereto and made a part hereof.

(2) The Principal Balance remaining unpaid on the Note is Twenty-Four Thousand One and No/100 (\$24,001.00) Dollars.

(3) Said Principal Balance together with Interest is hereby modified to be repayable ON DEMAND, and if demand not be made, then as follows:

Principal plus accrued interest on _____

Accrued interest beginning on January 1, 1995 and continuing monthly thereafter, with the principal balance plus remaining accrued interest due on December 1, 1995. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed.

Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of _____ per cent per annum and after maturity at the rate of _____ per cent per annum.

Interest on the principal balance remaining from time to time unpaid shall be payable based upon an Index. The Index is the highest prime rate published in the Money Rates Section of the Wall Street Journal each business day. Interest shall be payable prior to maturity at the Index plus 2.0 per cent per annum over said Index and after maturity at the Index Plus 2.0 per cent per annum over said Index. Any increase or decrease of the rate of interest shall be effective as of the date of said Index change. If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information.

All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to the principal.

If any part of said indebtedness or interest thereon be not paid as herein provided, or if default in the performance of any other covenant of the mortgage shall continue for (10) days, the entire principal sum remaining unpaid together with the then accrued interest shall, without notice, at the option of the holder of said Installment Note become due and payable, in the same manner as if said modification had not been granted.

(4) This agreement is supplementary to said Mortgage and said Mortgage shall continue as a good and valid lien on the Real Estate. Neither the Promissory Note nor the Mortgage shall in any way be prejudiced by this agreement. ALL the Provisions of the Promissory Note and Mortgage shall remain in full force and effect and be binding on the Parties hereto except as herein expressly modified.

In witness whereof the parties hereto have signed, sealed and delivered this agreement on the date first above written.



RI 10-1014

RE TITLE SERVICES

04057985