MODIFICATION AND ASSUMPTION AGREEMENT

86271404

THIS AGREEMENT, made this 27th day of MAY, 19 86, by
and between The National Security Bank of Chicago ("Bank"), the holder of
that certain promissory note hereinafter described, which note is secured by a
residential mortgage ("Mortgage") to Bank, YOK KUY KHUON AND RUCHTRA KHUON,
HIS WIF
the owner of the real estate hereinafter described in said Mortgage (hereinafter collectively reserved to as "Owner"), and BERT C. ROMAN
the Purchaser of said real estate ("Purchaser").

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WHEREAS, Owner and Purchaser have entered into an agreement for the purchase of the real estate hereinafter described (the "Real Estate"); and

WHEREAS, said purchase is conditioned upon Purchaser agreeing to undertake to repay the indebtedness of Owner to Bank secured by the Mortgage; and

WHEREAS, Bank is willing to permit such undertaking providing certain terms and conditions of the promissory note evidencing the indebtedness to Bank and Mortgage are modified, and further providing that Owner remains liable for the repayment of said indebtedness; and

WHEREAS, Owner and Purchaser are willing to modify the terms of the loan documents.

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NOW, THEREFORE, in consideration of the sum of \$10,00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, it is hereby agreed as follows:

1. The parties hereby modify the terms of the promissory note and Mortgage
of Owner in the amount of \$ 23,300.00 dated JANUARY 11 , 19 82
(the "Note") secured by the Mortgage recorded JANUARY 26 . 19 82 , in
the office of the Recorder of Deeds in Cook County, Illinois, as document No.
26123556 , conveying to Bank certain real estate in Cook County,
Illinois, described as follows:
See Exhibit No. 1 attached.
UNIT # 305 , TOGETHER WITH DESIGNATED PARKING SPACE 2 (A LIMITED COMMON ELEMENT) IN 663 WEST GRACE STREET CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBE) REAL ESTATE (TAKEN AS A TRACT): LOTS 1,2, AND 3 IN P.N. KOHLSATI'S ADDITTION TO CHICAGO, BEING A SUBDIVISION OF LOTS 1,2,3,12,13 AND 14 IN BLOCK OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND ALSO LOTS 33 TO 37 IN PINE GROVE IN FRACTIONAL SECTION 21, TOWNESHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE DECLARATION OF CONDOMINIUM ONWERSHIP AND PLAT OF SURVEY ATTACHED THERETO AS EXHIBIT "A" RECOIDED IN THE OFFICE OF THE RECORDER OF DEED'S, COOK COUNTY, ILLINOIS AS DOCUMENT 25, 104 048 TOGETHER WITH AN UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS.
PERMANENT INDEX NUMBER 14-21-106-034-1031 AND 14-21-106-034-1082 ed

4. The interest stated by the Note is 10.9 % per annum. In consideration of permission of the assumption granted hereunder at the interest rate of 10.50 % Owner and Purchaser agree that as an additional term of the Mortgaga the following shall be considered a term thereof:

Borrower's transfer of any interest in the Property, including any transfer by way of deed, contract for deed, mortgage, assignment, devise under will, or inheritance, or any other manner, without the prior express written consent of Lender, shall be a default in the Mortgage and a basis for Lender to accelerate the indebtedness pursuant to paragraph 11 of the Mortgage.



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to paragraph 11 of the Mortgage. Mortgage and a basis for Lender to accelerate the indebtedness pursuant prior express written consent of Lender, shall be a default in the devise under will, or inheritance, or any other manner, without the any transfer by way of deed, contract for deed, mortgage, assignment, Borrower's transfer of any interest in the Property, including

shall be considered a term thereof:

Owner and Purchaser agree that as an additional term of the Mortgage the following of permission of the assumption granted hereunder at the interest rate of \$10.50 %, 4. The interest stated by the Note is 10.9 % per innum. In consideration for all of the obligations thereunder. shall remain jointly and severally liable under said Note and under said trust deed of Owner arising under said Note and of Owner arising under said Mortgage. Owner 3. Purchaser, jointly and severally, hereby assumes all of the obligations ·("seanbetdabni" ant) The amount remaining unpaid on the indebtedness is \$3,230,02

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This agreement is supplementary to sald Mortgage and ANote. AAII the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Note, shall remain in full force and effect except as herein expressly modified. The Owner and Purchaser agree to perform all the covenants of the Borrowers in said Mortgage. The provisions of this agreement shall inure to the benefit of any holder of said transfer til et fra skriver og er en for medde i til kriver en hagger til ett fra handet medde Note and shall bind the heirs, personal representatives and assigns of the A FACINFORM CONTRACTOR AND A SECTION AND A CONTRACTOR OF A CONTRACTOR OF A CONTRACTOR AND AND AND AND AND AND A Owner and Purchaser. The Owner and Purchaser to the extent permitted by The transfer was be The figure of the Assembly Salary law hereby waive and release all rights and benefits under and by virtue of an ang ataon kang magamban di katawa ya mitoka Kabagai katawa magamba ka the Homestead Exemption Laws of the State of Illinois with respect to said real estate.

IN WITNESS WHEREOF, the parties hereto have signed, seafed and delivered this indenture the day and year first above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE NATIONAL SECURITY BANK OF CHICAGO

BY:
Senior Vice President

STATE OF ILLINOIS)
SS.
COUNTY OF COOK)

1. Kim M. Sylvie

. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Bert C. Roman

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covisions concern acceptant the couple to declare principal and acress interest the services of the formation of the following principal and contract the following principal and contract the formation and contract the following principal and compared the contract the following principal and the contract the following the following principal accepts of the following principal and the following principal and the following the following the following the following principal and the following the following principal accepts the following the following principal and the following the following the following the following the following principal and the following the foll

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personally known to me to be the same person (s) whose name (s) ard subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for uses and purposes therein set forth, including the release and waiver of the right of homestead.

release and waiver of the right of homeste	ad.
GIVEN under my hand and Notarial S	eal this <u>27th</u> day of MAY ,
A.D., 19 <u>86</u> .	
(Notarial Sea))	NOTARY PUBLIC
STATE OF ILLINOIS) SS.	
COUNTY OF COOK (1)	
I, Kim M. Sylvie	, a Notary Public in and for
and residing in said County, in the State	iforesaid, DO HEREBY CERTIFY THAT
Richard A. Czaplicki, Senior Vice Presiden	t of The National Security Bank of
Chicago, personally known to me to be the	same pursun whose name is subscribe
to the foregoing instrument as such Senior	Vice President, appeared before me
his day in person and acknowledged that	he signed and delivered the said
instrument as his own free and voluntary a	
of said Bank, for the uses and purposes t	[4] [4] [4] [4] [4] [4] [4] [4] [4] [4]
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