

15.00

Above space for Recorder's use

MODIFICATION AND EXTENSION AGREEMENT

THIS INDENTURE, made this 1st day of July, 1987 by and between CARL DECANINI and KATHRYN DECANINI, his wife, whose address is 908 Leonard, Park Ridge, Illinois 60068 (hereinafter referred to as the "Holders"); TSIU YEAN LUM and EVA YEE HO LUM, his wife, whose address is in care of The Golden Wok Restaurant, 5731 N. Central Avenue, Chicago, Illinois 60630 (hereinafter referred to as the "Borrowers"); and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, not individually, but solely as Trustee under the provisions of a Trust Deed dated August 31, 1983 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on September 2, 1983 as Document Number 26762116 (hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Borrowers are the owners of the premises described as follows:

Lots 1 and 2 (except the South 16 feet thereof) in Butler's Subdivision of Lot 4 in Kay's Subdivision of the South West fractional 1/4 of Section 4, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax No.: 13-04-306-001-0000 (Volume 321)

13-04-306-024-0000 (Volume 321)

Commonly known as: 5719-5731 N. Central Avenue Chicago, Illinois 60630

WHEREAS, the Borrowers did on August 31, 1983 execute a Trust Deed to the Trustee, which Trust Deed was thereafter recorded in the office of the Recorder of Deeds of Cook County, Illinois on September 2, 1983 as Document Number 26762116, conveying the above described premises to secure payment of a Note identified to the Trust Deed by the Trustee's Identification Number 691540, and which Note is also dated August 31, 1983 and was made by Borrowers in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100S DOLLARS (\$150,000.00);

WHEREAS, the Borrowers did on August 31, 1983 execute an Assignment of Rents and Leases to the Holders, which Assignment of Rents and Leases was thereafter recorded in the office of the Recorder of Deeds of Cook County, Illinois on September 2, 1983 as Document Number 26762117, assigning to the Holders all the rents, issues and profits arising from the above described premises to further secure payment of the above described Note;

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WHEREAS, the Holders represent and warrant that they are the holders of the Note secured by the above described Trust Deed and Assignment of Rents and Leases;

NOW, THEREFOR, in consideration of the mutual promises and undertakings herein contained, it is hereby agreed by and between the Lender and the Borrower as follows:

1. The recitations set forth above are hereby incorporated in this Agreement as if fully restated herein.

2. The Parties hereby agree to extend the time of payment and reduce the rate of interest accruing on the indebtedness in the face amount of ONE HUNDRED FIFTY THOUSAND AND NO/100S DOLLARS (\$150,000.00) evidenced by the Principal Note of Borrowers dated August 31, 1983 and secured by the above described Trust Deed and Assignment of Rents and Leases.

3. The amount remaining unpaid on the indebtedness is ONE HUNDRED FIFTY THOUSAND AND NO/100S DOLLARS (\$150,000.00).

4. Said remaining indebtedness of ONE HUNDRED FIFTY THOUSAND AND NO/100S DOLLARS (\$150,000.00), together with interest from and after July 1, 1987 on the balance of principal remaining from time to time unpaid at the MODIFIED INTEREST RATE of TEN PER CENT (10.0%) per annum, computed daily on the basis of a 360 day year, shall be paid in installments (including interest, and the balance of such payment in principal) as follows:

ONE THOUSAND SIX HUNDRED ELEVEN AND 92/100S DOLLARS (\$1,611.92) or more on the first day of August, 1987 and ONE THOUSAND SIX HUNDRED ELEVEN AND 92/100S DOLLARS (\$1,611.92) or more on the first day of each consecutive month thereafter until and including June 1, 2002. On July 1, 2002 the remaining principal balance, together with all accrued but theretofore unpaid interest shall be due and payable.

5. Borrower agrees to pay both principal and interest in the coin or currency provided for in the Trust Deed, to the Holders, as joint tenants with the right of survivorship, at their address at 508 Leonard, Park Ridge, Illinois 60068, or to such other place as the Holder or holders of the Note secured by the Trust Deed may, from time to time, appoint.

5. If any part of the indebtedness, interest thereon, and such other costs and obligations of Borrowers provided for in the Note, Trust Deed and Assignment of Rents and Leases are not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Borrowers shall continue for thirty days after written notice thereof, the entire principal balance secured by said Trust Deed and Assignment of Rents and Leases, together with the then accrued interest thereon and other costs and obligations of Borrowers, shall, without notice, at the option of the Holders or holders of the Note, become due and payable, in the same manner as if said extension had not been granted.

6. This Agreement is supplementary to said Trust Deed and Assignment of Rents and Leases and the Note secured thereby. All of the provisions thereof, including the right impose late payment penalties, to recover costs of collection (including reasonable attorneys' fees) and to declare principal and accrued interest due for any cause specified therein, shall remain in full force and effect except as herein expressly modified. The

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Borrowers agree to perform all the covenants of the Borrowers in said Trust Deed and Assignment of Rents and Leases. The provisions of this Indenture shall inure to the benefit of any Holder of said Principal Note Note(s) and shall bind the heirs, personal representatives and assigns of the Borrowers.

7. The undersigned Borrowers covenant and agree that their obligations under the aforesaid Principal Note are in no way lessened or discharged by this instrument, and agree to be bound by the terms of the Principal Note as hereby amended.

8. The Trust Deed modified by this Agreement provides that it shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness thereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals, extensions, modifications or change in the rate of interest shall not impair in any manner the validity or priority of the Trust Deed, nor release the Borrowers or any Co-maker, Surety or Guarantor of the indebtedness thereby secured. Nothing herein contained shall be deemed to deny the applicability of such provision to any further renewals, extensions or modifications of the whole or any part of the indebtedness thereby secured.

9. This Instrument is executed by the Trustee solely as Trustee in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein contained, either express or implied; all such liability, if any, being expressly waived and released by every person now or hereafter claiming any right or security hereunder. It is understood and agreed that the Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.


IN TESTIMONY WHEREOF, the parties hereto have signed and delivered this Indenture the day and year first above written.

HOLDERS:


CARL DECANINI


KATHRYN DECANINI

BORROWERS:


TSIO YEAN LUM

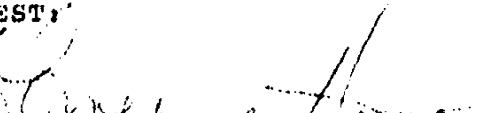

EVA YEE HO LUM

TRUSTEE:

CHICAGO TITLE AND TRUST COMPANY, not individually but solely as Trustee as aforesaid

By: 
Its: ASST. VICE PRESIDENT

ATTEST:


By: _____
Its: Assistant Secretary

(SEAL)

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STATE OF ILLINOIS)
COUNTY OF COOK.) SS

I, JOHN T. HUNTINGTON, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CARL DECANINI and KATHRYN DECANINI, his wife, personally known to me be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

~~August~~ GIVEN under my hand and official seal this 3RD day of ~~July~~, 1987.

My commission expires:
My Commission Expires July 7, 1988

John T. Huntington
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Kathleen Plator, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

ROSEMARY F. NOVOTNY, personally known to me be the ASST. VICE PRESIDENT OF CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, and LAYERNE HOWARD, personally

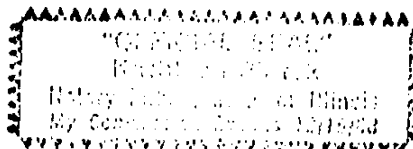
known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers of the corporation and caused the corporate seal of the corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the corporation, as their free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

~~July~~ GIVEN under my hand and official seal this 5 day of ~~July~~, 1987.

My commission expires:

Dec 15, 1988

Kathleen Plator
Notary Public



57-13-1209

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, John R. Skittone, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TSIU YEAN LUM and EVA YEE HO LUM, his wife, personally known to me be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29th day of July, 1987.

My commission expires:

January 14, 1989

John R. Skittone
Notary Public

I HEREBY DECLARE:

That the attached Instrument represents a transaction exempt from tax under the provisions of Section 4(c) and 4(d) of the Illinois Real Estate Transfer Tax Act and under Paragraph (c) and (d), Section 200, 1-2 (B-6) of the Chicago Transaction Ordinance

DATED: July 21, 1987

John T. Huntington (Attorney)

THIS INSTRUMENT PREPARED BY:

) John T. Huntington
) Suite 101
) 210 W. 22nd Street
) Oak Brook, Illinois 60521

AFTER RECORDING,
MAIL THIS INSTRUMENT TO:

BOX 333 - GG 14

