

UNOFFICIAL COPY

88389196

DEPT-01 \$13.25
T#4444 TRAN 1637 08/26/88 11:23:00
#3131 # D *--88-389196
COOK COUNTY RECORDER

PETERSON BANK
MODIFICATION
AGREEMENT

08-09-462-026

The above space for RECORDER'S USE ONLY

ACC 1986 / MAS

This agreement dated July 28, 1988 by and between Peterson Bank, hereinafter called Mortgagee; Chicago Title and Trust Company U/T #1089010 DTD 1/14/87 hereinafter called Mortgage; and Mamoru Yokomori and Michie Yokomori, his wife, hereinafter called Co-Maker(s):

Witnesseth: 20 E. Golf Rd., Arlington Hts., IL

(1) Mortgagee is the holder of a certain Promissory Note Dated February 25, 1988 in the original face amount of One Hundred Thousand and No/100 Dollars (\$ 100,000.00) executed by Mortgagee and Co-Maker(s) and Secured by Mortgage dated February 25, 1988 recorded on July 27, 1988 in the office of the Recorder of Deeds, in the County of Cook, State of Illinois as Document # 88334246 on Real Estate legally described as follows:
Per legal description attached hereto and made a part hereof.

Lot 1 in Tom's Acres, a Subdivision in the East 1/2 of the South East 1/4 of Section 9, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

(2) The Principal Balance remaining unpaid on the Note is Ninety Four Thousand and No/100 Dollars (\$ 94,000.00).

(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 _____
Principal of \$2,000.00 plus accrued interest beginning XXXXXX and continuing monthly thereafter, with the balance due on Demand.

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 prior to maturity at the prime lending rate of American National Bank & Trust Company of Chicago (or its successors) plus 1.00 per cent per annum over the said prime lending rate, and after maturity at the said prime lending rate plus 6.00 per cent per annum over the said prime lending rate, provided, however, that said interest rate in no event shall be less than 0.00 per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change. 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.

At the option of the Bank, a prepayment penalty of six (6) months interest will be assessed on all prepayments unless excused by operation of law.

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 ten (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.

\$13 00 MAIL

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

UNOFFICIAL COPY

Corporate Seal

Peterson Bank
by [Signature]
Sr. Vice President

Attest: _____
Assistant Cashier

Mortgagor

Chicago Title and Trust Company U/T #1089010 DTD 1/14/87

Corporate Seal

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

By [Signature] ASSISTANT VICE-PRESIDENT
Attest [Signature] ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS,
COUNTY OF COOK

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this AUG 19 1988 day, 19____
[Signature]
Notary Public

NF86-1

July 19 88

Notary Public

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 _____

Mortgagor, 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.

Given under my hand and Notarial Seal this _____ day of _____, 19____.

Notary Public

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 Mamoru Yokomori and Michie Yokomori, 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.

Given under my hand and Notarial Seal this 28th day of July, 19____.

Notary Public

" OFFICIAL SEAL "
LINDA J. KIM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/10/90

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

20 E. Golf Rd., Arlington Hts., IL

Reference: Oh/Yokomori

Place in Recorder's Box

MAIL TO: PETERSON BANK, 3232 W. Peterson Ave.
Chicago, IL 60659

No. _____

88389196

88389196

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

No. _____

Chicago, IL 60659
MAIL TO : PETERSON BANK, 3232 W. Peterson Ave.

Place in Recorder's Box

xxxx

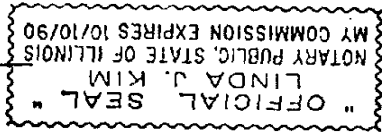
References: Oh/Yokomori

20 E. Cole Rd., Arlington Hts., IL

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

Notary Public

Given under my hand and Notarial Seal this 28th day of July, 1988



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mamoru Yokomori and 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.

STATE OF ILLINOIS)
COUNTY OF COOK)

Notary Public

Given under my hand and Notarial Seal this _____ day of _____, 19____

Mortgagor, 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.

Notarial Seal
88389196

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the _____

STATE OF ILLINOIS)
COUNTY OF COOK)

Notary Public

Given under my hand and Notarial Seal this 28th day of July, 1988

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, Mortgagor, 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 caused 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.

Notarial Seal

STATE OF ILLINOIS)
COUNTY OF COOK)

MICHIE YOKOMORI

MICHIE YOKOMORI

Co-Maker

M. E. Kim

M. E. Kim

(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.

At the option of the Bank, a prepayment penalty of six (6) months interest will be assessed on all prepayments unless excused by operation of law. 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 ten (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.

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 prior to maturity (or its successors) plus 1.00 per cent per annum over the said prime lending rate, no after maturity at the prime lending rate of American National Bank & Trust Company of Chicago.

Principal plus accrued interest on _____ dollars plus accrued interest beginning _____ and continuing monthly thereafter, with the balance due on _____ demand.

(2) The Principal Balance remaining unpaid on the Note is Ninety Four Thousand and No/100 Dollars (\$94,000.00).

(1) Mortgage is the holder of a certain Promissory Note dated February 25, 1988 in the original face amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) executed by Mortgagor and Co-Maker(s) and secured by Mortgage dated February 25, 1988 recorded on July 27, 1988 in the office of the Recorder of Deeds, in the County of Cook, State of Illinois as Document # 88334246. On Real Estate legally described as follows: Per legal description attached hereto and made a part hereof: Lot 1 in Tom's Acres, a Subdivision in the East 1/2 of the South East 1/4 of Section 9, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Witnesseth: 20 F. GOLF RD., ARLINGTON HTS., IL
Mamoru Yokomori and Michie Yokomori, his wife hereinafter called mortgagor; and
_____ hereinafter called Co-Maker(s);
This agreement dated July 28, 1988 by and between Peterson Bank, hereinafter called Mortgagee; Chicago Title and Trust Company U/T #1089010 TRD 1/14/87
_____ hereinafter called Co-Maker(s);

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