

89380162

Handwritten: 10-35-89

PETERSON BANK MODIFICATION AGREEMENT

DEPT-01 RECORDING \$13.25
100000 TRAM 3705 02/16/89 10:15:00
#6361 + C #--89--380162
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

This agreement dated April 22, 1989, by and between Peterson Bank, hereinafter called Mortgagee,

Mamoru Yokomori and Michie Yokomori, his wife

Witnessed: 6442 N. Spaulding, Lincolnwood, IL 60645

(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 Mortgagor and Co-Maker(s) and Secured by Mortgage dated February 25, 1988, recorded on June 7, 1988, in the office of the Recorder of Deeds, in the County of Cook, State of Illinois as Document # 88-245565

on Real Estate legally described as follows:

Per legal description attached hereto and made a part hereof.

Handwritten: 10-35-89-898, 847, 846

PARCEL 1: THE EAST 51.17 FEET OF LOT 122 (AS MEASURED ALONG THE NORTH LINE AND THE SOUTH LINE OF SAID, EXCEPT THE NORTH 15 FEET OF THE EAST 23 FEET, MEASURED ALONG THE NORTH LINE AND THE EAST LINE THEREOF); THE EAST 51.17 OF LOT 121 (AS MEASURED ALONG THE NORTH LINE AND THE SOUTH LINE OF SAID LOT) AND THE EAST 51.17 FEET AND THE NORTH 7.5 FEET OF LOT 120 (MEASURED ALONG THE EAST LINE AND WEST LINE OF SAID LOT) IN EDGAR S. OWENS NORTH SHORE CHANNEL AND DEVON AVENUE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 168, PAGE 10, AS DOCUMENT NUMBER 734519, BEING BLOCK 1 AND THE EAST 1/2 OF BLOCK 2 IN ENDER'S AND MUNO'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- (2) The P
(3) Said
(4) Prin
(5) PC
(6) AC
(7) Inter

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 17787845, AS AMENDED.

(Beginning since due on days elapsed.

(8) The Interest Rate on the principal balance remaining from time to time unpaid shall be payable based upon an index. The index to 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 1.00 per cent per 360 day period over said index and after maturity at the index plus 5.00 per cent per 360 day period over said index. The index interest rate shall be considered as applicable to a 360 day period. Any increase or decrease of the rate of interest shall be effective as of the date of the 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 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 modification had not been granted.

(9) 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.

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UNOFFICIAL COPY

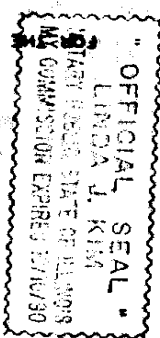


MAIL TO: PETERERSON BANK
3232 W. Peterboro Ave.
Chicago, IL 60659

Place in Recorder's Box

6442 N. Spaulding, Lincolnwood, IL

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



STATE OF ILLINOIS)
COUNTY OF COOK)

Given under my hand and Notarial Seal this 22nd day of April, 1989.

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

Notary Public

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

Notary Public, 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. I 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

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)

My Commission Expires on _____, 1990

[Signature]
Notary Public

Given under my hand and Notarial Seal this 22nd day of April, 1989.

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

Co-Maker

by

Attest:

Corporate Seal

X Notary Seal

[Signatures]
Vice President
Petererson Bank
Attest: _____
Cashier and S.C. J.R.

Corporate Seal

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED, SEALED AND DELIVERED THIS AGREEMENT ON THE DATE FIRST ABOVE WRITTEN.

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UNOFFICIAL COPY

10-35

1885

(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.

If any part of said indebtedness or interest thereon be not paid as hereon 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 instrument become due and payable, in the same manner as if modification had not been granted.

All the option of the Bank, a prepayment penalty at six (6) months' interest will be assessed on all prepayments unless excused by operation of law, remainder to the original.

All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on unpaid principal balance and the said index change. If the index is no longer available the Note Holder will choose a new index which is based upon available information. Interest rate shall be considered as applicable to a 360 day period. Any increase or decrease of the rate of interest shall be effective as of the date of

1.00 per cent per 360 day period over said index and after maturity at the index plus 5.00 per cent per 360 day period over said index. The index 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

The interest rate 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 rate of

at the rate of _____ per cent per 360 day period and after maturity at the rate of _____ per cent per 360 day period.

Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity _____ and continuing month thereafter, with the balance due on _____ and the balance due on _____.

Principal plus accrued interest on _____ Principal of \$2,000.00 plus accrued interest _____

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

(2) The Principal Balance remaining unpaid on the Note is Seventy Five Thousand and No/100 Dollars (\$75,000.00)

(1) Mort
Date
in the
on Pa
Per

1885
Date of Deeds
Mortgage dated
Mortgage
Co-Maker(s)

PETERSON BANK
MODIFICATION
AGREEMENT

APR 23 1989

89380162

DEPT-01 RECORDING
1400ND TRAM 2205 02/16/89 11:15:00
#6361 + C # 1-89-380162
COOK COUNTY RECORDER

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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
[Signature]
Vice President

Attest: [Signature]
Notary Public Cashier and Sr. P.

XXXXXXXXXXX

Corporate Seal

by _____

Attest: _____

Co-Maker

[Signature]
Mamoru Yokomori

[Signature]
MICHIE YOKOMORI

STATE OF ILLINOIS 155:
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 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.

Given under my hand and Notarial Seal this 22nd day of April 1989

[Signature]
Notary Public My Commission Expires Jan. 22, 1990

STATE OF ILLINOIS 155:
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 155:
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 22nd day of _____, 1989.

[Signature]
Notary Public

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

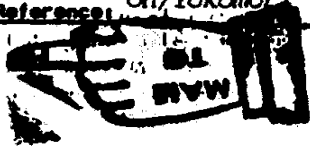
FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:

6442 N. Spaulding, Lincolnwood, IL

Reference: Oh/Yokomori

Place in Recorder's Box

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



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