

UNOFFICIAL COPY

MODIFICATION AGREEMENT

90235220

THIS AGREEMENT made this 10th day of May A. D. 1990 by and between Sung-Gu Chu and Jung Sook Chu, His Wife of the Village of Lincolnwood, County of Cook State of Illinois, Parties of the First Part, and Devon Bank, a State Banking Association, organized and existing under the laws of the State of Illinois, Party of the Second Part:

DEPT-01 RECORDING \$13.00
 TR#2222 TRAN 6601 05/21/90 14:49:00
 #6404 # 1 * -90-235220
 COOK COUNTY RECORDER

90235220

WITNESSETH:

WHEREAS, Sung-Gu Chu and Jung Sook Chu, His Wife heretofore executed AND delivered a certain Trust Deed dated November 10, 1989 and recorded with the Recorder's Office of Cook County, IL as Document No. 89544675 conveying to the Devon Bank, an Illinois Banking Corporation, as

Trustee, certain premises in said Trust Deed particularly described, PARCEL I: Lot 1 in Block 4 in Devon-McCormick Boulevard Addition to Rogers Park in the Southeast 1/4 of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

AND PARCEL II: 17' North 16 1/2 feet of lot 2 in Block 4 in Devon-McCormick Boulevard Addition to Rogers Park in the Southeast 1/4 of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

which said Trust Deed was given to secure payment of one certain principal promissory note of even date therewith for the principal sum of FIFTY THOUSAND AND NO/100THS (\$50,000.00) Dollars payable in monthly installments of interest only on the principal balance from December 10, 1989 each, the first of which was due and payable monthly intervals thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 10th day of May, 1990, said monthly installments shall include interest at the rate of Two (2%) per cent per annum on the balance of said principal sum remaining from time to time unpaid; all such payments on account of the indebtedness evidenced by said note are applied first to interest on the unpaid principal balance and the remainder to principal; and

WHEREAS, the said Trust Deed securing said principal promissory note is valid and subsisting lien on the premises described in said Trust Deed for the principal sum of FIFTY THOUSAND AND NO/100THS (\$50,000.00) Dollars; and

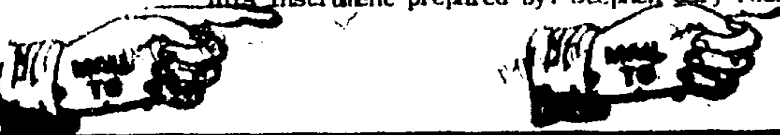
WHEREAS Sung-Gu Chu and Jung Sook Chu, His Wife are the present owners of the premises described in said Trust Deed; and

WHEREAS, the Party of the Second Part is the legal holder and owner of said principal note and has been requested to modify the terms of payment thereof so that the same shall become due and payable in monthly installments as hereinafter set forth, which it has consented to do, in consideration of the payments to be made as herein provided;

NOW, THEREFORE, in consideration of the premises and the actual promises and agreements hereinafter made between the parties hereto, the said parties do hereby mutually promise and agree as follows, to wit:

That the terms of payment set forth in the principal promissory note in the sum of FIFTY THOUSAND AND NO/100THS (\$50,000.00) Dollars and in the Trust Deed securing the same, are hereby modified and amended so that the same shall become due and payable as follows to wit: Five Hundred and No/100ths (\$500.00) Dollars plus interest on the 10th day of June, 1990 and Five Hundred and No/100ths (\$500.00) Dollars plus accrued interest on the 10th day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 10th day of May, 1991 said monthly installments shall include interest at the rate of Two (2%) percent per annum on the balance of said principal sum remaining from time to time unpaid; all such payments on account of the indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal. The principal balance due as of this date being TWENTY FIVE THOUSAND AND NO/100THS (\$25,000.00) Dollars ***...in excess of the Prime Rate of interest as announced and established by the Exchange National Bank of Chicago, Illinois or its successor...

Permanent Index Number(s): 10-35-409-017 & 044 Common Address: 3401 W. North Shore, Lincolnwood, Illinois
 This instrument prepared by: Stephen Gary Poltowicz, 6445 North Western Avenue, Chicago, Illinois 60645.



13.25

UNOFFICIAL COPY

AND the said parties hereby further mutually agree that all of the other provisions and covenants in said principal note and in the said Trust Deed contained, except as herein specifically modified and amended shall remain in full force and effect.

IN WITNESS WHEREOF, the said Parties of the First Part,

Sung-Gu Chu and Jung Sook Chu, His Wife have affixed their hands and seals the day and year first above written, and the said Party of the Second Part, Devon Bank, has caused this instrument to be signed in its corporate name by its Vice-President and its corporate seal to be hereto affixed and attested by its Secretary as of the day and year first above written.

The Prime Rate is not and shall not be considered the lowest or best rate that the Party of the Second Part may charge to any Borrower at any time.

[Signature] (SEAL)
Sung-Gu Chu

[Signature] (SEAL)
Jung Sook Chu

DEVON BANK

by [Signature]
Asst. Vice-President

30235220

ATTEST:

Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS
)
)

I, Russell J. Armstrong, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sung Gu Chu and Jung Sook Chu 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purpose therein set forth.

GIVEN under my hand and notarial seal this 10th day of May A.D. 19 90.

" OFFICIAL SEAL "
RUSSELL J. ARMSTRONG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/27/92

[Signature]
Notary Public

My commission expires _____

30235220

Notary Office

UNOFFICIAL COPY

MAIL TO: STEPHEN FOLITZ WIGG
C/O DEVEDA BARRI
6415 NORTH WILSON AVE
CHICAGO, IL 60631

Property of Cook County Clerk's Office