

90392007

ACC 2839C TP14

PETERSON BANK
MODIFICATION AGREEMENT
MORTGAGE

DEPT-01 RECORDING \$14.25
184444 TRAN 9533 08/13/90 09:59:00
#5018 #D *-90-392007
COOK COUNTY RECORDER
The above space for RECORDER'S USE ONLY

This agreement dated April 22, 1990 by and between Peterson Bank, hereinafter called Bank; Yokomori and Michie Yokomori, his wife, hereinafter called Mortgagee; and Mamoru Yokomori and Michie Yokomori, his wife, hereinafter called Co-Maker(s);

Witnesseth: 6442 N. Spaulding, Lincolnwood, IL

- (1) Bank 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 Mortgagee 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 #88-245555 and Modification Agreement dated April 22, 1989 recorded on August 16, 1989 in the office of the Recorder of Deeds, in the County of Cook, State of Illinois as Document #89-380162 on Real estate legally described as follows:

Per legal description attached hereto and made a part hereof.

- 2) 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 20 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 7345199, 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 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 90392007
- 3) 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.

Interest 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 Index plus 1.00 per cent per annum over said Index and after maturity at the Index Plus 6.00 per cent per annum over said Index. Any increase or decrease of the rate of interest shall be effective as of the date of 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 the unpaid principal balance and the remainder to the principal.

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 (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 Instalment 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.

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

90392007

-90-392007

1425

UNOFFICIAL COPY

Attn: Charles K. Ch, Sr. V.P.

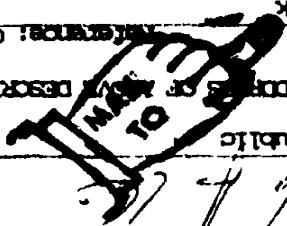
2232 W. Peterson Ave.
Chicago, Illinois 60659

xxx Hall 17: Peterson Bank

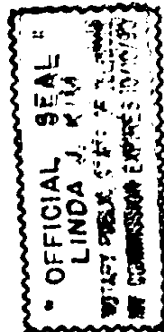
Place in Recorder's Book

Address: 6442 N. Spaulding, Lincolnwood, IL

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



Notary Public



STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, the undersigned, a Notary Public in and for said County of Cook, do hereby certify that _____ and _____, his wife, personally appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes set forth.

Notary Public

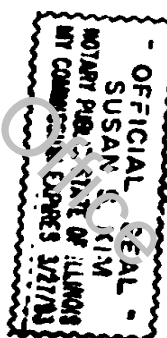
Mortgagee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as set forth; and the said officers then and there acknowledged that the said corporate seal of said company to be affixed to said instrument as set forth; and the said officers then and there acknowledged that the said officers own free and voluntary act and as their free and voluntary act of said company for the uses and purposes therein set forth.

NOTARIAL SEAL

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, the undersigned, a Notary Public in and for the County and State of Cook, do hereby certify that the above named officers of the

Notary Public



STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, the undersigned, a Notary Public in and for the County and State of Cook, do hereby certify that the above named officers of Peterson Bank, 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 set forth; and the said officers then and there acknowledged that the said corporate seal of the corporate seal of said bank to be affixed to said instrument as set forth; and the said officers then and there acknowledged that the said officers own free and voluntary act and as their free and voluntary act of said bank for the uses and purposes therein set forth.

NOTARIAL SEAL

Signature of Notary Public

Signature of Charles K. Ch, Sr. Vice President

Signature of Notary Public

Signature of Charles K. Ch, Sr. Vice President

PETERSON BANK

CORPORATE SEAL

200263085

UNOFFICIAL COPY

1435

400696-06-90

90392007

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

(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 herein provided, or if default in the performance of any other covenant of the mortgage shall continue for (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.

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.

Interest 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 Index plus 1.00 per cent per annum over said Index and 6 per cent maturity at the Index plus 6.00 per cent per annum over said Index. Any increase or decrease of the rate of interest shall be effective as of the date of said Index change. If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information.

(2) The Principal Balance remaining unpaid on the Note is Fifty Six Thousand and No/100 Dollars (\$56,000.00).

(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 May 22, 1990, and continuing monthly/xxxxxxxx thereafter, with the balance due on April 22, 1991. Interest shall be computed on the basis of a 365 day year and charged for the actual number of days elapsed.

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 other maturity at the rate of _____ per cent per annum.

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

original face
to be executed
dated on June 7,
11111111 as
in August 16
11111111 as

er called
agor; and Memor
er(s):

DEPT-01 RECORDING
184444 TRAN 9533 08/13/90 091591:00
\$14.25
COOK COUNTY RECORDER
#5018 @ *-90-392007
The above space for RECORDER'S USE ONLY

PETITSON BANK
MODIFICATION AGREEMENT
MORTGAGE

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UNOFFICIAL COPY

CORPORATE SEAL

PETERSON BANK

BY: Charles K. Ch.
Sr. Vice President

ATTEST: [Signature]
Cashier & Sr. Vice President

CO-MAKER

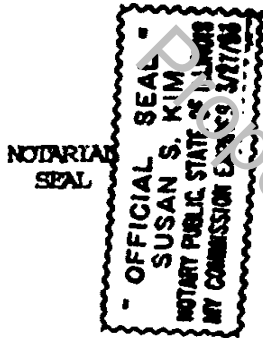
M. Yokomori
Machoru Yokomori

Michie Yokomori
Michie Yokomori

90392307

(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 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 a delivered the said instrument as their own and free and voluntary act and 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 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, 1990.

[Signature]
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 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 a delivered the said instrument as their own free and voluntary act and as 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.

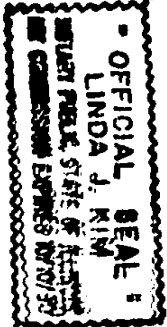
NOTARIAL SEAL

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 Machoru 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 April, 1990.

[Signature]
Notary Public

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

Address: 6442 N. Spaulding, Lincolnwood, IL Reference: CH/Yokomori
Place in Recorder's Box xxx xMail To: Peterson Bank

3232 W. Peterson Ave.
Chicago, Illinois 60659

Attn: Charles K. Ch, Sr. V.P.