

UNOFFICIAL COPY

PETERSON BANK

MODIFICATION AGREEMENT

MORTGAGE

92544261

DEPT-01 RECORDING \$25.50
T#3333 TRAM 8167 07/14/93 15:58:00
#5284 * -93-544261
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

This agreement dated June 1, 1993 by and between Peterson Bank, hereinafter called Mortgagee; Mamoru Yokomori and Michie Yokomori, his wife, hereinafter called Mortgagor:

Witnesseth: 6442 N. Spaulding, Lincolnwood, IL 60645

- (1) Mortgagee is the holder of a certain Promissory Note Dated May 13, 1992 in the original face amount of One Hundred Thousand and No/100 (\$100,000.00) Dollars executed by Mortgagor and Secured by Mortgage dated May 13, 1992, recorded on May 26, 1992 in the office of the Recorder of Deeds, in the County of Cook, State of Illinois as Document #92364349 on Real estate legally described as follows:

Per legal description attached hereto and made a part hereof.

PARCEL 1: THE EAST 51.17 FEET OF LOT 122 (AS MEASURED ALONG THE NORTH LINE AND THE SOUTH LINE OF SAID LOT, EXCEPT THE NORTH 15 FEET OF THE EAST 23 FEET, AS MEASURED ALONG THE NORTH LINE AND THE EAST LINE THEREOF); THE EAST 51.17 OF

- (2) LOT 121 (AS MEASURED ALONG THE NORTH LINE AND SOUTH LINE OF SAID LOT) AND THE EAST 51.17 FEET OF THE NORTH 7.5 FEET OF SAID LOT) IN EDGAR S. OWEN 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.

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 17787846 AND SUBSEQUENTLY AMENDED.

Property Address: 6442 N. Spaulding, Lincolnwood, Illinois 60645
Permanent Real Estate Index Number: #10-35-422-046

- X 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 1.0 per cent per annum over said Index and after maturity at the Index Plus 6.0 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.

93544261

17-5VC
RE TITLE SERVICES

UNOFFICIAL COPY

CORPORATE SEAL

PETERSON BANK

BY: Charles J. Ge...
Sr. Vice President

ATTEST: Albert...
Senior Vice President & Cashier

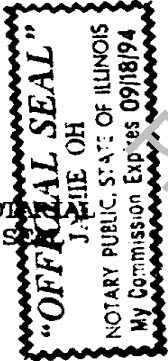
MORTGAGOR

Mamoru Yokomori
Mamoru Yokomori

Michie Yokomori
Michie Yokomori

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 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 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 1st day of June, 1993.

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 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

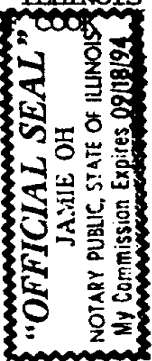
STATE OF ILLINOIS) SS:
COUNTY OF COOK)

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 1st day of June, 1993.

Notary Public

93544261



FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:
6442 N. Spaulding, Lincolnwood, IL 60645 Reference: CKO/Yokomori



Mail To: Peterson Bank (ATIN: Jamie Oh)
3232 W. Peterson Ave.
Chicago, Illinois 60659

UNOFFICIAL COPY

Handwritten initials and scribbles in the top left corner.

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 1.5% per cent per annum over said Index and after maturity at the Index plus 5.0% 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.

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 shall be computed on the principal balance remaining from time to time unpaid and charged for the actual number of days elapsed. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed.

(2) The Principal Balance remaining unpaid on the Note is Seventy Eight Thousand and No/100 (\$78,000.00) Dollars.
(3) Said Principal Balance together with interest is hereby modified to be repayable ON DEMAND, and if demand not be made, then as follows:

(1) _____
2. in the _____ Dollars
rded on MAY _____ State of _____
lows:

call Mort
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ORDER
S USA ONLY
-544261
RING \$25.50
07/14/93 15:58:00

93544261

REAL SERVICES

17-576

Office

Handwritten signature or mark in the bottom right corner.

UNOFFICIAL COPY



Chicago, Illinois 60659
3232 W. Peterson Ave.
Peterson Bank (ATTN: Jamie Oh)

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:
6442 N. Spaulding, Lincolnwood, IL 60465
Reference: CKO/Yokomori

93544261



Notary Public
Given under my hand and Notarial Seal this 1st day of June, 1993.

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

STATE OF ILLINOIS) SS:
COUNTY OF COOK)

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

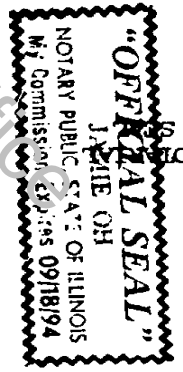
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the Mortgagor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this 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.

STATE OF ILLINOIS) SS:
COUNTY OF COOK)

Notary Public
Given under my hand and Notarial Seal this 1st day of June, 1993.

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 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.

STATE OF ILLINOIS) SS:
COUNTY OF COOK)



Michie Yokomori
[Signature]

Mamoru Yokomori
[Signature]
MORTGAGOR

ATTEST: *[Signature]*
Senior Vice President & Cashier

PETERSON BANK
BY: *[Signature]*
ST. Vice President

CORPORATE SEAL