

COOK COUNTY, ILLINOIS
FIELD CLERK RECORD

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Above space for Recorder's use

THIS INSTRUMENT PREPARED BY:) John T. Huntington
) Keck, Mahin & Cate
) Suite 1000
) One Mid America Plaza
MAIL THIS INSTRUMENT TO:) Oakbrook Terrace, IL 60181

31/EA

SECOND LOAN MODIFICATION AGREEMENT

THIS INDENTURE, made and dated as of this 1st day of July, 1993, by and among KATHRYN M. DECANINI, not individually, but as Trustee under the KATHRYN M. DECANINI DECLARATION OF TRUST DATED OCTOBER 15, 1990, whose address is 508 Leonard, Park Ridge, Illinois 60068 (hereinafter referred to as the "Holder"); TSIU YEAN LUM and EVA YEE HO LUM, his wife, whose address is in care of The Golden Wok Restaurant, 5731 N. Central Avenue, Chicago, Illinois 60630 (hereinafter referred to as the "Borrowers"); and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, not individually, but solely as Trustee under the provisions of a Trust Deed dated August 31, 1983 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on September 2, 1983 as Document Number 26762116 (hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Borrowers are the owners of the premises described as follows:

Lots 1 and 2 (except the South 16 feet thereof) in Butler's Subdivision of Lot 4 in Kay's Subdivision of the South West fractional 1/4 of Section 4, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax No.: 13-04-306-001-0000 (Volume 321)

13-04-306-024-0000 (Volume 321)

Commonly known as: 5719-5731 N. Central Avenue
Chicago, Illinois 60630

WHEREAS, the Borrowers did on August 31, 1983 execute a Trust Deed to the Trustee, which Trust Deed was thereafter recorded in the office of the Recorder of Deeds of Cook County, Illinois on September 2, 1983 as Document Number 26762116, conveying the above described premises to secure payment of a Note identified to the Trust Deed by the Trustee's Identification Number 691540, and which Note is also dated August 31, 1983 and was made by Borrowers in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100S DOLLARS (150,000.00);

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WHEREAS, the Borrowers did on August 31, 1983 execute an Assignment of Rents and Leases, which Assignment of Rents and Leases was thereafter recorded in the office of the Recorder of Deeds of Cook County, Illinois on September 2, 1983 as Document Number 26762117, assigning all the rents, issues and profits arising from the above described premises to further secure payment of the above described Note;

WHEREAS, terms of the Loan evidenced and secured by the above described Note, Trust Deed and Assignment of Rents and Leases was heretofore modified by that certain Modification and Extension Agreement dated July 1, 1987, which Modification and Extension Agreement was thereafter recorded in the office of the Recorder of Deeds of Cook County, Illinois on August 6, 1987 as Document Number 87434209;

WHEREAS, the Holder represents and warrants that she is the holder of the Note secured by the above described Trust Deed and Assignment of Rents and Leases (as the same have been heretofore modified and extended);

NOW, THEREFOR, in consideration of the mutual promises and undertakings herein contained, it is hereby agreed by and between the Lender and the Borrower as follows:

1. The recitations set forth above are hereby incorporated in this Agreement as if fully restated herein.
2. The parties hereby agree to reduce the rate of interest accruing on the indebtedness in the face amount of ONE HUNDRED FIFTY THOUSAND AND NO/100S DOLLARS (\$150,000.00) evidenced by the Principal Note of Borrowers dated August 31, 1983 and secured by the above described Trust Deed and Assignment of Rents and Leases (as heretofore modified and extended).
3. The amount remaining unpaid on the indebtedness is ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED NINETY ONE AND 55/100S DOLLARS (\$114,491.55).
4. Borrower promises to pay to order of the Holder said remaining indebtedness of ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED NINETY ONE AND 55/100S DOLLARS (\$114,491.55) together with interest from July 1, 1993 on the balance of principal remaining from time to time unpaid at the following rates per annum, computed daily on the basis of a 360 day year for each day all or part thereof shall remain unpaid:
 - (a) The balance of principal remaining from time to time unpaid hereunder prior to default or maturity shall bear interest at an annual rate (hereinafter sometimes called the "Regular Rate") of SEVEN PER CENT (7.00%) per annum; and
 - (b) In the event there shall occur (i) any default hereunder of any default of Event of Default under the terms of any instrument given to secure the payment of the original indebtedness, as herein modified, or (ii) maturity of the indebtedness, whether by lapse of time, acceleration, declaration or otherwise, then in any such event, the entire principal balance outstanding shall thereafter bear interest at an annual rate (hereinafter sometimes called the "Default Rate") equal to THREE PER CENT (3.00%) in excess of the Regular Rate.

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5. Principal and interest at the Regular Rate upon the indebtedness shall be paid in installments (including interest, and the balance of such payment in principal) as follows:

ONE THOUSAND FOUR HUNDRED THIRTY-ONE AND 86/100S DOLLARS (\$1,431.86) or more on the 1st day of August, 1993, and ONE THOUSAND FOUR HUNDRED THIRTY-ONE AND 86/100S DOLLARS (\$1,431.86) or more on the 1st day of each consecutive month thereafter, until and including June 1, 2002. On July 1, 2002, the entire remaining principal balance, together with all accrued but thereto fore unpaid interest thereon, shall be due and payable.

6. Borrower agrees to pay both principal and interest in the coin or currency provided for in the Note and Trust Deed, to the Holder at 508 Leonard, Park Ridge, Illinois 60068, or to such other place as the Holder of the Note(s) secured by the Trust Deed may, from time to time, appoint.

7. If any part of the indebtedness, interest thereon, and such other costs and obligations of Borrower provided for in the Note(s), Trust Deed or any other instrument given to secure payment of the indebtedness are not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Borrower shall continue for thirty (30) days after written notice thereof, the entire principal balance secured by said Trust Deed, together with the then accrued interest thereon and other costs and obligations of Borrower, shall, without notice, at the option of the Holder or Holders of the Note(s), become due and payable, in the same manner as if this modification had not been granted.

8. This Agreement is supplementary to said Trust Deed and other instruments granting collateral supplementary thereto, and the Note(s) secured thereby. All of the provisions thereof, as heretofore modified, including the right to declare principal and accrued interest due for any cause specified therein, shall remain in full force and effect except as herein expressly modified. The Borrower agrees to perform all the covenants of the Borrower in said Trust Deed. The provisions of this Indenture shall inure to the benefit of any Holder of said Note(s) and shall bind the successors, heirs, personal representatives and assigns of the Borrower.

9. The agreements to be made by the Holder hereunder shall be conditioned upon the upon the occurrence of the following events:

- (a) This Second Loan Modification Agreement shall have been fully executed and delivered by the Borrower.
- (b) This Second Loan Modification Agreement shall, at Borrower's expense, be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.
- (c) The Holder shall have received, at the Borrower's expense, a title insurance commitment to insure the continued validity of the Trust Deed, as heretofore and herein modified, by the issuance of an endorsement to the policy of title insurance previously obtained to insure the validity the lien of the Trust Deed.

10. This Instrument is executed by the Trustee solely as Trustee in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it,

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its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein contained, either express or implied; all such liability, if any, being expressly waived and released by every person now or hereafter claiming any right or security hereunder. It is understood and agreed that the Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

IN TESTIMONY WHEREOF, the parties hereto have signed this Indenture and have caused it to be dated the day and year first above written.

BORROWER:

Tsiu Yeun Lum
TSIU YEAN LUM

Eva Yee Ho Lum
EVA YEE HO LUM

HOLDER:

Kathryn M. Decanini
KATHRYN M. DECANINI, not individually, but as Trustee under the KATHRYN M. DECANINI DECLARATION OF TRUST DATED OCTOBER 15, 1990

TRUSTEE:

CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, not individually, but as Trustee as aforesaid

By: Walter Scudiero
Its: ASST. VICE PRESIDENT

ATTEST:

By: Dolores Mulo
Its: Assistant Secretary

(SEAL)



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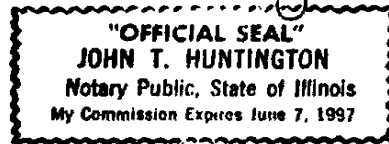
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, John T. Huntington, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KATHRYN M. DECANINI, personally known to me to be the Trustee under the KATHRYN M. DECANINI DECLARATION OF TRUST DATED OCTOBER 15, 1990, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of the Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 16th day of August, 1997.

My commission expires:

John T. Huntington
Notary Public



STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Barbara J. Di Rienzo, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TSIU YEAN LUM and EVA YEE HO LUM, his wife, personally known to me be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 17th day of August, 1993.

My commission expires:

Barbara J. Di Rienzo
Notary Public



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STATE OF ILLINOIS)
COUNTY OF) SS

I, LAVONE LAWRENCE, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Karel Souleff, personally known to me to be the President of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, and DEBORAH PAULA, personally known to me to be the Assistant Secretary of said corporation, and 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 severally acknowledged that as such officers they signed and delivered the said instrument as such officers of the corporation and caused the corporate seal of the corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the corporation, as their free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of August, 1993. My commission expires:



Signature of Lavone Lawrence, Notary Public

I HEREBY DECLARE:

That the attached Instrument represents a transaction exempt from tax under the provisions of Section 4(c) and 4(d) of the Illinois Real Estate Transfer Tax Act and under Paragraph (c) and (d), Section 200, 1-2 (B-6) of the Chicago Transaction Ordinance

DATED: July 1, 1993

Signature of John T. Huntington (Attorney)

THIS INSTRUMENT PREPARED BY:)
MAIL THIS INSTRUMENT TO:)

John T. Huntington
Keck, Mahin & Cate
Suite 1000
One Mid America Plaza
Oakbrook Terrace, IL 60181