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WORTH BANK AND TRUST
6825 WEST 111TH STREET
WORTH, ILLINOIS 60482

DEPT-01 RECORDING \$29.50
T#0014 TRAN 7709 07/24/96 14:47:00
#3614 JW *-96-567091
COOK COUNTY RECORDER

NOTE AND MORTGAGE LOAN MODIFICATION AGREEMENT

MODIFICATION AGREEMENT, MADE MARCH 27, 1996, between
WORTH BANK AND TRUST (The Mortgagee)
of 6825 WEST 111TH STREET, WORTH, IL 60482, and
JUHYUN KIM AND LINDA G. KIM (The Mortgagor) of
10555 WILDFLOWER RD, ORLAND PARK, IL 60462.

RECITALS

WHEREAS,

A. The Mortgagee is the holder of a certain note dated on MARCH 27, 1996 and executed and delivered to the Mortgagee by the Mortgagor on or about MARCH 27, 1996 in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$ 150,000.00) DOLLARS (the Note); and

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WHEREAS,

B. The Note is secured by a certain Real Estate Mortgage dated MARCH 27, 1996 and recorded 7/24, 1996 as Document Number _____ in COOK County, State of Illinois, (The Mortgage), and by an Assignment of Rents-Leases dated _____, 19____ and recorded _____, 19____, as Document Number _____ in _____ County, State of Illinois, a real property (the Mortgaged Premises) commonly known as 10555 WILDFLOWER RD, ORLAND PARK, IL 60462 and legally described as follows (or as attached as Exhibit "A");

C. The Mortgagor and Mortgagee wish to modify certain terms of either the Note or the Mortgage, or both, without the necessity of rewriting the Note and/or the Mortgage and without affecting the obligations of the Mortgagor under the Note and Mortgage (except as set forth in this Modification Agreement).

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable considerations, the Mortgagor and Mortgagee agree as follows:

1. The Mortgage and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of ZERO (\$ -0-) DOLLARS, with interest thereon from _____.

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2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, as of the date hereof that those provisions of the Note or the Mortgage, or both, that pertain to the underlined language below shall be, and the same are, hereby modified and amended by the language set forth after the appropriate underlined portion which is acknowledged by the "X" and the Mortgagor's initials.

MODIFICATION OF TERMS OF THE NOTE:

- XX Interest Rate. The interest rate of PRIME + .605% [†] per annum is adjusted to a rate of PRIME [†] per annum on the remaining principal balance.
- Default Rate. The default rate after default or acceleration shall be equal to _____ [†] per annum.
- Monthly Installment. The monthly installment payment shall be _____ (\$ _____) DOLLARS, per month effective _____, 19____, which includes payments of principal and interest.
- Maturity Date. The entire indebtedness including principal, accrued interest and all other charges evidenced by the Note, shall be due and payable on the _____ day of _____, 19____. (Maturity Date).
- Date of Payment. The due date for the monthly payment is changed from _____, 19____, to _____, 19____, and on that same day each month thereafter.
- Prepayment Penalty. Prepayment of the Note may be made. However, if prepayment of the entire balance is made within three (3) years from the date of this Modification Agreement the Mortgagee may, if allowed by law, charge as a prepayment penalty an amount equal to One (1.0%) Percent of the amount of the prepayment made.
- Late Payment Charge. A late payment charge (if allowed) may be made in the amount of _____ [†] Percent of the amount of any payment received by Mortgagee Fifteen (15) days after the due date either set forth in the Note or as modified herein.

MODIFICATION OF MORTGAGE TERMS:

- Amount Secured The principal amount secured by the Mortgage is (increased) (reduced) to the amount of _____ (\$ _____) DOLLARS, plus interest as set forth in the Note or as modified by this Agreement.

MODIFICATION - OTHER

- XX The Note or Mortgage, or both are additionally modified as follows or as modified herein:
LINE OF CREDIT IN THE AMOUNT OF \$150,000.00
DECREASED TO \$120,000.00

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3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every other term and provision thereof, and nothing herein contained shall in any way affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained in this Modification Agreement shall impair the enforcement of the Note or the Mortgage or the security now held for the indebtedness thereunder, nor alter, or waive, annul, vary or effect any other provision, term, conditions, covenants, duties, obligations or remedies available under the Note and Mortgage therein, except as herein modified. It is the intention of the parties that the terms and provisions of all the original loan documents, including the Note and Mortgage, shall continue in full force and effect, together with those sections as modified by this Agreement.

4. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.

5. This agreement shall be binding upon the heirs, successors, and assigns with respect to the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

For the purpose of this Agreement it is executed and effective as of the date of this Agreement set forth above.

WITNESSES:

MORTGAGOR:

[Signature] 3/27/96
X JUBUN KIM 3/27/96
X [Signature]
LINDA C. KIM

STATE OF Illinois)
COUNTY OF Cook) SS:

On this 27TH day of MARCH, 1996, this Agreement was acknowledged before me by [Signatures]

[Signature]
Notary Public
Cook COUNTY OFFICIAL SEAL
My Commission Expires MARY JANE CHAPMAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 13, 1999

WITNESSES:

MORTGAGEE:

WORTH BANK AND TRUST
X [Signature]
VICKI J. MADUCHA
LOAN OFFICER

STATE OF Illinois)
COUNTY OF Cook) SS:

On this 27TH day of MARCH, 1996, before me a Notary Public in and for said County, personally appeared [Signature] the [Signature] of Worth Bank & Trust and acknowledged the foregoing instrument on behalf of said Bank.

[Signature]
OFFICIAL SEAL
MARY JANE CHAPMAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 13, 1999

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Notary Public
Cook County, Ill
My Commission expires _____

THIS INSTRUMENT PREPARED BY:

DARLENE WASILOWSKI
WORTH BANK AND TRUST
6825 WEST 111TH STREET
WORTH, IL 60482

PIN 27-08-403-002 VOLUME 146

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EXHIBIT "A"

PARCEL 1: LOT 81 IN CRYSTAL TREE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER PRIVATE ROADWAY AS SHOWN ON THE PLAT OF CRYSTAL TREE SUBDIVISION AND AS CREATED BY DEEDS RECORDED AS DOCUMENT 88-160890, 88-170063, IN COOK COUNTY, ILLINOIS.

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