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97256395

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is dated as of the 17th day of June, 1996 by Kabayama Construction, Inc.. ("Borrower") to Citibank, F.S.B. ("Lender").

DEPT-01 RECORDING	\$31.00
T#0012 TRAN 4664 04/14/97 11:58:00	
\$5475 ÷ CG # -97-256395	
COOK COUNTY RECORDER	\$28.00
DEPT-10 PENALTY	

WITNESSETH

WHEREAS, Mortgagor holds fee simple title to the real property and improvements legally described in Exhibit A hereto (the "Premises");

WHEREAS, Lender has previously made a loan to the Borrower in the original principal amount of Two Hundred Eighteen Thousand and 00/100 Dollars and 00/100 (\$218,000.00) (the "Loan");

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Citibank, Federal Savings Bank
500 West Madison Street
6th Floor
Chicago, Illinois 60661
Attention: Business and Professional Banking - Faye J. Palmer

PROPERTY ADDRESS OF PREMISES:

5413 North Sayre
Chicago, Illinois
60656

PERMANENT TAX IDENTIFICATION NUMBER(S)

13-07-114-014-0000

WHEREAS, the Loan is evidenced by Borrower's Notes dated March 4, 1996 and May 20, 1996 (the "Note") and is secured by Mortgage (the "Mortgage") dated as of the date of the Note and recorded in the office of the recorder of deeds of Cook County, Illinois as document number 96427604 (The Note, Mortgage, and any other documents executed by Borrower in connection with the Loan are hereby referred to as the "Loan Documents"); and

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BOX 333-CTI

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11/11/11 10:00 AM

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WHEREAS, Borrower has requested Lender to modify the terms of the Loan, and the Lender has agreed to modify the terms of the Loan subject to the terms and conditions set forth in this Agreement, and provided that the Loan Documents, and any and all modifications thereof, and the liens of any of the forgoing, as amended hereby, shall have the same validity, priority and effect against all of the real and personal property to which they apply that said liens had immediately prior to the execution and delivery of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Modification.** The Note, Mortgage and Assignment are hereby modified as follows: **The mortgage amount is increased to \$343,000.00.**
2. **Reaffirmation of Note.** Borrower hereby acknowledges and reaffirms its obligations under the Note and other Loan Documents and acknowledges and agrees that such indebtedness is owing to Lender and is enforceable against Borrower in accordance with the terms of the Note (as modified and extended by this Agreement), subject to no defenses, counterclaims, deductions or set-offs whatsoever. Nothing contained in this Agreement, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Borrower of its obligations to Lender, whether evidenced by the Note, other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all of the rights and remedies presently available to it under the Loan Documents for a breach of Borrower's obligations as required therein as may exist subsequent to the time of the making of this Agreement.
3. **Expenses.** Borrower shall be solely responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, including attorneys' fees and costs, incurred by Lender in connection with the modification and/or enforcement of the Loan Documents.

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4. **Intent of Parties** Borrower acknowledges and agree that the liens evidenced by the Loan Documents shall in no way be deemed to or have been subordinated, released, modified, terminated, or otherwise affected by this Agreement, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Agreement and the documents and instruments executed and delivered pursuant to this Agreement, and shall survive and not be merged into the execution and delivery of this Agreement or any of the documents and instruments to be executed pursuant to this Agreement, without interruption; and that Lender has fulfilled any and all of Lender's obligations under the Loan Documents to date. Borrower hereby releases and holds Lender harmless from and against any and all claims, actions, lawsuits, damages, costs and expenses whatsoever (including attorneys' fees and costs), which Borrower may have had or currently has against Lender in connection with or related to the Loan Documents, or the Loan evidenced thereby.
6. **Effect of Agreement.** Except as specifically amended or modified by the terms of this Agreement, all terms and provisions of each of the Loan Documents shall remain in full force and effect. The provisions of this Agreement shall govern and control in the event of any conflict with the provisions of any of the Loan Documents. Borrower acknowledges and agrees that all of its covenants, representations, warranties and agreements set forth in the Loan Documents are and remain in full force and effect. A default by Borrower in the performance of its obligations under this Agreement shall constitute an event of default under the Note and the other Loan Documents, and in such event Lender shall be entitled to exercise any and all of its rights and remedies as set forth in the Note and the other Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

BORROWER:

Kabayama Construction, Inc.

By: 
Yoshio Kabayama
President

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STATE OF ILLINOIS

COUNTY OF COOK

I, ANTANAS MIKUZIS, Notary Public of the County and State aforesaid, certify, that YOSHIO KAMBAYAMA personally came before me this day and acknowledged that he/she is Secretary of KAMBAYAMA CONSTRUCTION, INC., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary. Witness my hand and official stamp or seal, this 17th day of June, 19 96.


Notary Public

My commission expires: 12/26/99



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EXHIBIT A

LEGAL DESCRIPTION

LOT 15 AND THE NORTH 1/2 OF LOT 16 IN BLOCK 1 IN MC COLLAM AND KRUGGEL'S ADDITION TO NORWOOD PARK IN THE WEST 1/2 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. No. 13-07-114-014-000

which has the address of: 5413 NORTH SAYRE, CHICAGO

Illinois 60656 (herein "Property Address");

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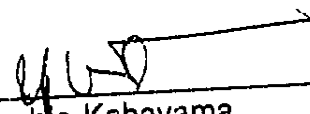
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CONSENT OF AND REAFFIRMATION BY GUARANTOR AND MORTGAGOR

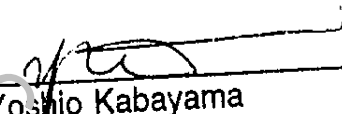
The undersigned, guarantors of the Loan pursuant to a certain guarantee or guarantees (the "Guarantee") dated as of date of the Note hereby consent to the modifications of the Loan and Loan Documents as set forth in the Loan Modification Agreement which this Consent is attached to. The Guarantee is hereby confirmed and reaffirmed and shall continue in full force and effect pursuant to the terms thereof notwithstanding any action or inaction of Lender.

Yoshio Kabayama

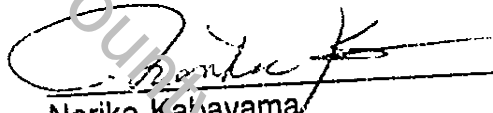


Yoshio Kabayama

Yoshio Kabayama and Noriko Kabayama



Yoshio Kabayama



Noriko Kabayama

LOAN/MOD W/O CALL OPT - 1094

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