UNOFFICIAL COPY 22084

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Cook County Recorder

29.50

This Instrument Was Prepared By Gind after recording please mail to):

Suk Kyung Lee, Manager

Korea Exchange Bank

181 West Madison Street, Suite 2100

Chicago, Illinois 60602

COOK COUNTY

RECURDER

EUGENE "GENE" MOORE

SKOKIE OFFICE



The Above Space For Recorder's Use Only

FORM 16

AMENDMENT TO MORTGAGE

This Agreement is made as of the 1st a 1y of March, 2001, by and between YUN K. KIM & OAK J. KIM ("Borrower") and KOREA EXCHANGE BANK (hereinafter referred to as either "Mortgagee" or "Lender"), whose address is 181 West Madison Street, Suite 2106, Chicago, Illinois 60602.

WIT VESSETH:

WHEREAS:

- A. Borrower is indebted to Lender under and pursuant to that certain note of Borrower dated February 13, 1996, in the original principal amount of TWO HUNDPED THIRTY FOUR THOUSAND Dollars (\$234,000.00) which note (the "Note") is secured, inter alia, by a Mortgage and Security Agreement from Borrower to Mortgagee dated even date with the Note, which was recorded in the office of the Recorder of Deeds of Cook County, Illinois, on February 16, 1996, as Document No. 96151105 (the "Mortgage") encumbering the property described therein including, but not limited to, the land described in Exhibit A attached hereto and made a part hereof;
- B. The parties hereto agreed to modify and extend the maturity date of the Note, and, it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:
- (1) The maturity date of the Note is extended to <u>March 1, 2006</u>, at which time all outstanding cums due to lender under the Note shall be paid in full, and the Mortgage is modified accordingly.
- (2) The parties acknowledge and agree that, as of <u>March 1, 2001</u>, the unpaid principal balance due under the Note was <u>U\$209,283.59</u> and the accrued and unpaid interest on that date was U\$0.
- (3) Mortgagor presents and warrants that Borrower owns the property free and clear of any liens or encumbrances other than the liens described on Exhibit B.
- (4) Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect The parties hereby adopt, ratify and confirm these terms and conditions modified.
- (5) Borrower and Guarantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

NOW, THEREFORE, in consideration of the premises and to induce Mortgagee to extend the credit under the Credit Agreement, Borrower and Mortgagee agree that the Mortgage is hereby amended to include in the

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definition of "Borrower's Liabilities", as specified in the Mortgage, any and all indebtedness of Borrower to Mortgagee incurred under the Credit Agreement, as further evidenced by that certain note dated even date with the Credit Agreement from Borrower to Mortgagee, as may be outstanding from time to time, and to state that the Mortgage secures, inter alia, a revolving credit indebtedness. Except as hereinabove specified, the Mortgage remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

KOREA EXCHANGE BANK

Its: Manager

Address of Borrower fro Notices:

3246 W. Montrose, Chicago, IL 60618

- Pa (If Borrower is a corporation, limited liability company or partnership, the person signing this Agreement must 25 Clork indicate the capacity in which such person is signing.)

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STATE OF ILLINOIS)
COUNTY OF COOK) SS:
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Suk Kyung Lee , Manager , of KOREA EXCHANGE BANK, who is 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 he/she signed and delivered the said instrument as such officer of said Bank as his/her own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.
Given under my ound and official seal, this 1stday of March, 2001.
STATE OF ILLINOIS STATE OF ILLINOIS COUNTY OF OFFICIAL SEAL SUNC SOON LIM NOTARY PULIC, C. ATE OF ILLINOIS MY COMMISSION EXPIRES 8-27-2002 SS.
I, , a No ary Public in and for said County, in the State aforesaid, do
hereby certify that
Notary Public
STATE OF ILLINOIS)) SS. COUNTY OF)
I,, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, of, who is
, a(n), who is 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 he/she signed and delivered the said instrument as such officer of said as his/her own free and voluntary act and as the free and voluntary act of said, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this day of, 2001.
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 'in Yun K. Kim & Oak J. Kim who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1stday of March, 2001.

OFFIC ALSEAL
JAY H KIM
NOTARY PUBLIC ST/ IE OF ILLINOIS
MY COMMISSION E.Q. / PR 17,2002

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EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

PARCEL I

/*WHICH, LĪNĒCOF SĀĒDONORTHEAST 1/4
THROUGH A POINT ON SAID EAST LINE
THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 THRU A POINT ON SAID EAST LINE WHICH IS 879.99 FEET SOUTH, AS MEASURED ALONG SAID EAST LINE, OF THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, WHICH IS 561.21 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 AS MEASURED ALONG SAID LINE DRAWN AT RIGHT ANGLES; THENCE NORTH 36 DEGREES 21 MINUTES 40 SECONDS WEST, A D STANCE OF 63.83 FEET FOR A PLACE OF BEGINNING, THE EAST LINE OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4 HAVING AN ASSUMED BEARING OF NORTHSOUTH, THENCE NORTH 21*1 INUTES 40 SECONDS WEST, A DISTANCE OF 58.50; THENCE NORTH 53 DEGREES 38 MINUTES 20 SECONDS EAST, A DISTANCE OF 51.0 FEET; THENCE SOUTH 36 DEGREES 21 MINUTES 40 SECONDS EAST, A DISTANCE OF 58.5 FEET; THENCE SOUTH 53 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 51.0 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

/** 36 DEGREES

PARCEL II

EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF EASEMENT, COVENANTS, RESTRICTIONS AND LIENS MADE BY AETNA STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1973 AND KNOWN AS TRUST #10-1840 DATED NOVEMBER 23, 1974 AND RECORDED DECEMBE: 10,1974 AS DOCUMENT NO. 22930424 AND AS CREATED BY DEED FROM AETNA STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1973 AND KNOWN AS TRUST NUMBER 10-1840 TO EDITH GEIST DATED APRIL 26, 1975 AND RECORDED JUNE 27, 1975 AS DOCUMENT 23131378 / I.I. IN COOK COUNTY, ILLINOIS.

Real Estate Tax No. <u>04-30-210-095</u>

Common Address: 3718 Salem Walk, Northbrook, IL 60062