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2001-12-10 14:19:33  
Cook County Recorder 35.00

THIS DOCUMENT PREPARED BY:

Jay Kong  
Foster Bank  
5225 N. Kedzie Avenue  
Chicago, IL 60625



AFTER RECORDING MAIL TO:

FOSTER BANK  
LOAN DEPARTMENT  
5225 N. KEDZIE AVENUE  
CHICAGO, ILLINOIS 60625

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L.D.H.W.F.1

EXTENSION AND MODIFICATION AGREEMENT

This Indenture, made this 5th day of November 2001, by and between **FOSTER BANK**, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, the owner of the mortgage hereinafter described, and **Jong Koo Kim and Myung Hee Kim**, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

W I T N E S S E T H:

1. The parties hereby agree to modify the amount of the Note and extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of **Trade Fashion, Inc., an Illinois Corporation**, as amended or modified, secured by a mortgage dated November 4, 1998 and recorded November 13, 1998, in the office of the Recorder of Cook County, Illinois, as document number 08027236 conveying to FOSTER BANK, an Illinois banking corporation certain real estate in Cook County, Illinois described as follows:

(LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT A)

Commonly known As: 5860 North Pulaski Road  
Chicago, IL 60646

Permanent Index Number(s): 13-03-405-011; 13-03-405-043;  
13-03-405-044; 13-03-405-048

2. The amount remaining unpaid on the indebtedness is ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO CENTS UNITED STATES

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2. The amount remaining unpaid on the indebtedness is **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO CENTS UNITED STATES DOLLARS (\$1,750,000.00)**.

3. Said indebtedness of **\$1,750,000.00** shall be paid on or before **November 05, 2002** as provided in the Revolving Credit Note, or notes, copies of which is attached hereto as **Exhibit B**.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as provided in the promissory note or notes, or if default in the performance of any other covenant of the Owner shall continue after written notice thereof, the entire principal sum secured by said mortgage, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become due and payable, in the same manner as if said extension had not been granted.

5. This Extension Agreement is supplementary to said mortgage. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

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IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.



\_\_\_\_\_  
Jong Koo Kim



\_\_\_\_\_  
Myung Hee Kim


Address: 3157 Whisperwoods Court  
Northbrook, IL 60062

STATE OF ILLINOIS     )  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that YUN HEE PARK, who are personally known to me to be the same person(s) whose name(s) 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 therein set forth.

GIVEN under my hand and Notarial, seal this 5<sup>th</sup> day of November, 2001.

SEAL

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



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## EXHIBIT A

### PARCEL 1:

THAT PART OF LOTS 4 AND 5 BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE EAST LINE OF LOT 5 WHICH IS 135 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 A DISTANCE OF 186.2 FEET TO A POINT WHICH IS 10 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 5; THENCE WEST ON A LINE 10 FEET NORTH OF AND PARALLEL OF THE SOUTH STRAIGHT LINE OF SAID LOT 5 A DISTANCE OF 833.82 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE PREMISES CONVEYED BY PETERSON FOUNDATION INCORPORATED TO CHICAGO AND NORTHWESTERN RAILWAY BY DEED DATED MARCH 29, 1930 AND RECORDED APRIL 7, 1930 AS DOCUMENT 10630417; THENCE EASTERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 8 DEGREES 10 MINUTES 20 SECONDS FROM EAST TO NORTHERLY WITH SAID DESCRIBED PARALLEL LINE A DISTANCE OF 51.67 FEET; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX SOUTHEASTERLY TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 386.26 FEET A DISTANCE OF 171.80 FEET (ARC); THENCE NORTHEASTERLY ON A STRAIGHT LINE TANGENT TO LAST DESCRIBED CURVED LINE A DISTANCE OF 115.76 FEET TO A POINT WHICH IS 188.89 FEET SOUTH AND 526.45 FEET WEST OF (MEASURED ON LINES PARALLEL TO) THE NORTH AND EAST LINES RESPECTIVELY OF SAID LOT 5; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX NORTHWESTERLY TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 368.26 FEET A DISTANCE OF 201.73 FEET TO A POINT WHICH IS 135 FEET SOUTH OF THE NORTH LINE OF THE NORTH LINE OF SAID LOT 5 AND 334.37 FEET WEST OF THE EAST LINE OF SAID LOT 5; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF LOT 5 AFORESAID A DISTANCE OF 334.37 FEET TO THE PLACE OF BEGINNING IN PETERSON'S INDUSTRIAL AND COMMERCIAL DISTRICT, BEING OWNER'S SUBDIVISION OF PART OF LOTS 1, 2, 3, 8, 9 AND 10 IN COOK'S SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4, SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 2:

A PARCEL OF LAND IN PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, BEING OWNER'S DIVISION OF PART OF LOTS 1, 2, 3, 8, 9 AND 10 IN COOK'S SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4, SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL COMPRISING PART OF LOTS 4 AND 5 IN SAID OWNER'S DIVISION AND SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 5, 1/5 FEET WEST OF THE NORTHEAST CORNER THEREOF; RUNNING THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 135 FEET; THENCE WEST PARALLEL TO SAID NORTH LINE OF LOT 5, A DISTANCE OF 159.37 FEET; THENCE SOUTHWESTERLY ON A CURVED LINE CONVEX NORTHWESTERLY, TANGENT TO LAST DESCRIBED PARALLEL LINE AND HAVING A RADIUS OF 368.26 FEET, A DISTANCE OF 201.73 FEET TO A POINT WHICH IS 188.89 FEET SOUTH AND 526.45 FEET WEST OF (AND MEASURED ON LINES PARALLEL TO) THE NORTH AND EAST LINE, RESPECTIVELY, OF SAID LOT 5; THENCE NORTHWESTERLY ON THE EXTENSION NORTHWESTERLY OF A RADIAL LINE OF LAST DESCRIBED CURVED LINE, A DISTANCE OF 18 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE FORMING AN ANGLE OF 160 DEGREES 11 MINUTES FROM

COMMONLY KNOWN AS: 5860 NORTH PULASKI ROAD  
CHICAGO, IL 60646

PERMANENT INDEX NUMBER: 13-03-405-011; 13-03-405-043;  
13-03-405-044; 13-03-405-048

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**UNOFFICIAL COPY****REVOLVING CREDIT NOTE****\$1,750,000.00**

Chicago, Illinois

November 05, 2001

FOR VALUE RECEIVED, on or before November 05, 2002, **Chade Fashions, Inc.**, promises to pay to the order of the **FOSTER BANK, an Illinois banking corporation** (the "Lenders") at its office at 5225 North Kedzie Avenue, Chicago, Illinois 60625, the lesser of the principal sum of **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND UNITED STATES DOLLARS (\$1,750,000.00)**, or the amount outstanding as indorsed on the grid attached to this Note (or recorded in the Lender's books and records, if the Lender is the holder hereof). Such indorsement or recording by the Lender shall be rebuttably presumptive evidence of the principal balance due on this Note and the individual dates on which each disbursement under this Note may be due, which date may be on or before the due date of this Note.

Without affecting the liability of any Borrower, endorser, surety or guarantor, the Bank may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it.

The maturity date of this Revolving Credit Note may automatically be extended for the following **ONE (1) YEAR PERIODS** unless the Lender shall give written notice of non-extension at least **Forty Five (45)** calendar days prior to the maturity date or the extended maturity date. The Lender may, in its sole judgement and without cause, exercise its right not to extend the maturity date. The written notice shall be served as provided in the Revolving Credit Agreement.

First Maturity Extension to November 05, 2003  
Second Maturity Extension to November 05, 2004

**IN NO EVENT SHALL THE MATURITY DATE OF THIS NOTE BE EXTENDED BEYOND November 05, 2004.**

All other terms and conditions of this Revolving Credit Note, the loan documents, the collateral documents and the provisions under which the obligation can be accelerated shall remain the same.

The unpaid principal amount from time to time outstanding shall bear interest from the date of this Note at the following rates per year: (A) before maturity, at a rate equal to **Prime Rate minus Point Five Percent (-0.5%)** (prime rate as hereinafter defined) from time to time in effect; and (B) after maturity, whether by acceleration or otherwise, until paid at a rate equal to **Five Percent (5%)** in addition to the rate determined pursuant to (A) (but not less than the Prime Rate in effect at such maturity). Accrued interest shall be payable on the 5th day of each month

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of each year, beginning with the first of such dates to occur after the date of this Note, at maturity and upon payment in full. After maturity, whether by acceleration or otherwise, accrued interest shall be payable on demand. "Prime Rate" shall mean at any time the rate per year announced by the WALL STREET JOURNAL called the prime rate, which may not at any time be the lowest rate charged by the Lender; and the applicable interest rate under this Note shall change on the date set forth in each announcement. Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

Payments of both principal and interest are to be made in immediately available funds in lawful money of the United States of America. If a payment is received more than 15 days late, borrower will be charged a late payment charge of \$25.00.

This Note evidences indebtedness incurred under a Revolving Credit Agreement dated as of November 05, 2001 (and, if amended, all amendments thereto) between the undersigned and the Lender, to which Revolving Credit Agreement reference is hereby made for a statement of its terms and provisions, including those under which this Note may be paid prior to its due date or have its due date accelerated.

The undersigned agrees to pay or reimburse the Lender and any other holder hereof for all costs and expenses of preparing, seeking advice in regard to, enforcing, and preserving its rights under this Note or any document or instrument executed in connection herewith (including legal fees and reasonable time charges of attorneys who may be employees of the Lender, whether in or out of court, in original or appellate proceedings or in bankruptcy). The undersigned irrevocably waives presentment, protest, demand and notice of any kind in connection herewith.

This Note is made under and governed by the internal laws of the State of Illinois, and shall be deemed to have been executed in the State of Illinois.

Chade Fashions, Inc.

By: Jong Koo Kim  
Jong Koo Kim, President & Secretary

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