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This Instrument Was Prepared By
(and after recording please mail to):
OO YEOUNG JEONG
SENIOR MANAGER
Korea Exchange Bank
181 West Madison Street, Suite 2100
Chicago, Illinois 60602

Doc#: **0404132015**
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 02/10/2004 10:09 AM Pg: 1 of 4

The Above Space For Recorder's Use Only

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FORM 31

AMENDMENT TO TRUST DEED

This Agreement is made as of the 29TH day of JANUARY, 2004, by and between HYUNDAI CONSTRUCTION EQUIPMENT U.S.A., INC. ("Mortgagors") and KOREA EXCHANGE BANK (hereinafter referred to as "Trustee"), whose address is 181 WEST MADISON STREET, SUITE 2100, CHICAGO, IL, 60602.

WITNESSETH:

WHEREAS:

A. Mortgagors are indebted to Trustee under and pursuant to that certain note of Mortgagors dated DECEMBER 21, 1993, in the original principal amount of NINE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$970,000.00) which note (the "Note") is secured, *inter alia*, by a Trust Deed from Mortgagors to Trustee dated even date with the Note, which was recorded in the office of the Recorder of Deeds of COOK County, Illinois, on DECEMBER 30, 1993, as Document No. 03081311 (the "Trust Deed") encumbering the property described therein including, but not limited to, the land described in Exhibit A attached hereto and made a part hereof;

B. Mortgagors are justly indebted to Trustee under that certain agreement (the "Credit Agreement") dated even date herewith between Trustee and Mortgagors, as evidenced by a note in the principal amount of SIX HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED SEVENTY EIGHT AND 84/100 DOLLARS (\$641,878.84) dated even date herewith executed by Mortgagors, and made payable to the order of and delivered to Trustee, whereby Trustee has agreed to make available to Mortgagors COMMERCIAL MORTGAGE LOAN, provided that the Trust Deed is amended to also secure any and all indebtedness incurred by Mortgagors under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Trustee to extend the credit under the Credit Agreement, Mortgagors and Trustee agree that the Trust Deed is hereby amended in the following manner: (i) the paragraph in the Trust Deed that reads "NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledge, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, County of COOK, and State of Illinois, to wit:" is amended to read as follows: "NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest, and all credit indebtedness and any and all other indebtedness of the Mortgagors to the Trustee incurred under the Credit Agreement, as further

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evidenced by that certain note dated even date with the Credit Agreement from Mortgagors to Trustee, as may be outstanding from time to time, in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledge, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, County of COOK, and State of Illinois, to wit:”; and (ii) the following new provision is added as paragraph 19: Future Advances; Protective Advances. This Trust Deed is given to secure not only existing indebtedness, but also all future advances (whether such advances are obligatory or are to be made at the option of Trustee, or otherwise) as are made by Trustee within twenty (20) years of the date of this Trust Deed, to the same extent as if such future advances were made on the date of the execution of this Trust Deed, even though there may be no indebtedness outstanding at the time any such advance is made. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall in no event, exceed the amount equal to five (5) times the original principal sum of the Note as specified in the preamble paragraph of the Trust Deed. All advances, disbursements and expenditures made by Trustee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the purposes authorized by this Trust Deed or by the Illinois Mortgage Foreclosure Act (735 ILCS 5/15 - 1101 et seq.), as from time to time amended (the “Act), shall have the benefit of all applicable provisions of the Act.

Except as hereinabove specified, the Trust Deed 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

By: 
 Its: OO YEOUNG JEONG
SENIOR MANAGER

**HYUNDAI CONSTRUCTION EQUIPMENT
U.S.A., INC.**

By: 
 Its: JONG JHIN KIM
PRESIDENT

(If Mortgagors are a corporation, limited liability company or partnership, the person signing this Agreement must indicate the capacity in which such person is signing.)

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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 that OO YEOUNG JEONG, SENIOR 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 hand and official seal, this 29 day of Jan., 2004.

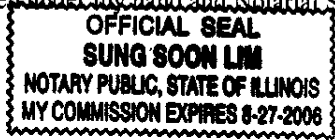


[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JONG JHIN KIM, PRESIDENT OF HYUNDAI CONSTRUCTION EQUIPMENT U.S.A., INC., 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 hand and Notarial Seal this 29 day of Jan., 2004.



[Signature]
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 _____, 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 ___ day of _____, 19__.

Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

LOT 109 IN CENTEX INDUSTRIAL PARK UNIT 77, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Real Estate Tax No. 08-34-100-015

Common Address: 955 ESTES AVENUE, ELK GROVE VILLAGE, IL 60007

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