

This Agreement dated this 1st day of December, 1994, by and between Peterson Bank, hereinafter called "Bank", and Chicago Title and Trust Company U/T #1092453 DTD 12/05/88 hereinafter called "Mortgagor"; Kitae Kwon and Jung Ja Kwon, his wife hereinafter called Co-maker:

DEPT-01 RECORDING \$25.50
T0000 TRAN 0391 12/28/94 09:52:00
#3071 # C J * - 04 - 074930
COOK COUNTY RECORDER

WITNESSETH:

1. Bank is the holder of a certain Adjustable Rate Note dated the 7th day of November 1989, in the original face amount of \$62,000, executed by Mortgagor and secured by a mortgage to Peterson Bank dated the 7th day of November, 1989, recorded on 12/13/89 in the Office of the Recorder of Deed, in the County of Cook, State of Illinois as document number 89594585 on the real estate legally described as follows:

PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

LOT 34 IN BLOCK 4 IN ELLIS AND MORRIS ADDITION TO NORTH EDGEWATER IN THE WEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN #:13-01-224-002

3. The Bank has agreed to modify the terms of the Note and Mortgage.

4. Said principal balance together with interest in hereby modified to be repayable as follows:

I will make my monthly payment on the first day of each month beginning on January 1995. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. This Note shall be due on the 1st day of December 2004, or in the event of a default, upon demand by the Note Holder ("Maturity date").

My initial monthly payments will be in the amount of U.S. \$587.02. This amount may change to reflect changes in the interest rate that I must pay. The Note Holder will determine my monthly payment in accordance with Section 5 of this modification agreement.

5. (A) The interest rate I will pay may change on the 1st day of January 1995, and on the 1st day of every month thereafter. Each date on which my interest rate could change is called a "Change Date." Beginning with the first Change Date, My interest rate will be based on an Index. The Index is the highest prime rate published in the Money Rates section of the Wall Street Journal each business day. (The most recent available Index figure as of 30 days before each Change Date is called the "Current Index.")

My interest rate will be equal to the Index Plus 1.0%.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

(B) Monthly Payment Changes

The Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate, based on a 10 year amortization from the date of the Note. The result of this calculation will be the new amount of my monthly payment.

(C) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(D) Notice of Changes

The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of: (i) the new and prior interest rate of my loan; (ii) the amount of my monthly payment following the Change Date; (iii) any additional matters which the Note Holder is required to disclose; and (iv) The title and telephone number of a person who will answer any questions I may have regarding the notice.

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6. This Agreement is supplementary to said Mortgage and Assignment of Rents and said Mortgage and said Assignment of Rents shall continue as a good and valid lien on the real estate. Neither the Adjustable Rate Note, the Mortgage, nor the Assignment of Rents shall in any way be prejudiced by the Agreement.

7. All of the provisions of the Adjustable Rate Note, Mortgage and Assignment of Rents shall remain in full force and effect and be binding on the parties hereto except as herein expressly modified.

8. Exculpatory language

This adjustable rate note is executed by me, not personally but as Trustee under the terms of the Trust Agreement designated below, solely in the exercise of the power and authority conferred upon and vested in me as Trustee (and I hereby represent that I possess full power and authority to execute this Note), and it is expressly understood and agreed that nothing herein or in the Security Instrument contained shall be construed as creating any liability on me personally to pay this Note or any interest that may accrue hereon, all such personal liability being expressly waived by the Note Holder, and that so far as I and my successors in trust personally are concerned, the Note Holder shall look solely to the property mortgaged by the Security Instrument securing this Note and to the income, proceeds and avails of said mortgaged property for the payment of this Note. It is the intention to make this Note enforceable only against and payable only out of that portion of the property or properties constituting said Trust and the income, proceeds and avails thereof specifically described in and encumbered by said Security Instrument. This shall not, however, affect any action to enforce the personal liability of any guarantor hereon. No duty shall rest upon me to sequester the rents, issues and profits arising from the property described in said Security Instrument or the proceeds arising from the sale or other disposition thereof.

IN WITNESS WHEREOF, the Parties herein have signed, sealed and delivered this Agreement on the date first above written.

MORTGAGOR:

Chicago Title and Trust Company
not personally but as trustee under trust agreement dated
12/05/88 and known as trust number 1092453

Corporate Seal

By: [Signature] Title: Trustee Attest: [Signature] Title: Notary Public
[Signature] Title: Notary Public
Kitae Kwon Jung Ja Kwon

CO-MAKER(S):

State of Illinois) SS: I, the undersigned, a Notary Public in and for said County,
County of Cook) in the State aforesaid, do hereby certify that Kitae Kwon and Jung Ja Kwon, his wife personally known to be the same persons whose names 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 set forth.

Given under my hand and Notarial Seal this 22nd day of December, 1994.

Lauren Kim
Notary Public



0407:900

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This Agreement dated this 1st day of December, 1994, by and between Peterson Bank, hereinafter called "Bank", and Chicago Title and Trust Company U/T #1092453 DTD 12/05/88 hereinafter called "Mortgagor"; Kitae Kwon and Jung Ja Kwon, his wife, hereinafter called Co-maker:

DEF1-01 RECORDING : \$25.50
 140000 TRAN 0391 12/28/94 09:52:00
 #3871 # CJ # -04 -074930
 COOK COUNTY RECORDER
 day of November
 ured by a mortgage
 in the office of
 umber 89594585 on

PER the the to 198

4. Said principal balance together with interest with interest in hereby modified to be repayable as follows:

3. The Bank has agreed to modify the terms of the Note and Mortgage.

2. The principal remaining unpaid on the Note is Forty Five Thousand Three Hundred Sixty Five and 64/100 (\$45,365.64).

5. (A) The interest rate I will pay may change on the 1st day of January 1995, and on the 1st day of every month thereafter. Each date on which my interest rate could change is called a "Change Date." Beginning with the first Change Date, my interest rate will be based on an Index. The Index is the highest prime rate published in the Money Rates section of the Wall Street Journal each business day. (The most recent available Index figure as of 30 days before each change date is called the "Current Index.") My interest rate will be equal to the Index plus 1.0%. If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of its choice.

(B) Monthly Payment Changes
 The Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to pay on the Change Date in substantially equal payments by the maturity date at my new interest rate, based on a 10 year amortization from the date of the Note. The result of this calculation will be the new amount of my monthly payment.

(C) Effective Date of Changes
 My new interest rate will become effective on each change date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the change date until the amount of my monthly payment changes again.

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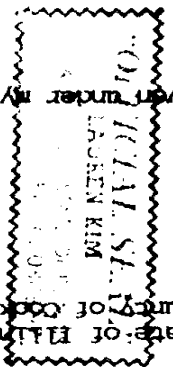
MODIFICATION AGREEMENT

04074930

Handwritten signature/initials

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04000900



Given under my hand and Notarial Seal this 22nd day of December, 1994, _____ Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kitae Kwon and Jung Ja Kwon, his wife, personally known to be the same persons whose names 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 set forth.

CO-MAKER(S):

Corporate Seal

MORTGAGOR:

By: Kitae Kwon Title: Trustee
Attest: Jung Ja Kwon Title: Trustee
Chicago Title and Trust Company and known as trust number 1092453

IN WITNESS WHEREOF, the parties herein have signed, sealed and delivered this Agreement on the date first above written.

8. Exculpatory language This adjustable rate note is executed by me, not personally but as Trustee under the terms of the Trust Agreement designated below, solely in the exercise of the power and authority conferred upon and vested in me as Trustee (and I hereby represent that I possess full power and authority to execute this Note), and it is expressly understood and agreed that nothing herein or in the Security Instrument contained shall be construed as creating any liability on me personally to pay this Note or any interest that may accrue hereon, all such personal liability being expressly waived by the Note Holder, and that so far as I and my successors in trust personally are concerned, the Note Holder shall look solely to the property mortgaged by the Security Instrument securing this Note and to the income, proceeds and avails of said mortgaged property for the payment of this Note. It is the intention to make this Note enforceable only against and payable only out of that portion of the property or properties constituting said Trust and the income, proceeds and avails thereof specifically described in and enumerated by said Security Instrument. This shall not, however, affect any action to enforce the personal liability of any guarantor hereon. No duty shall rest upon me to sequester the rents, issues and profits arising from the property described in said Security Instrument or the proceeds arising from the sale or other disposition thereof.

expressly modified.

7. All of the provisions of the Adjustable Rate Note, Mortgage and Assignment of Rents shall remain in full force and effect and be binding on the parties hereto except as herein

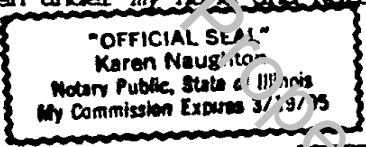
any way be prejudiced by the Agreement.

6. This Agreement is supplementary to said Mortgage and Assignment of Rents and said Mortgage and said Assignment of Rents shall continue as a good and valid lien on the real estate. Neither the Adjustable Rate Note, the Mortgage, nor the Assignment of Rents shall in

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State of Illinois) SS: I, the undersigned, a Notary Public in and for the County and State
 County of Cook) aforesaid, DO HEREBY CERTIFY that the above named officers of _____
 Chicago Title and Trust Company, Trustee personally known to me to be
 the same persons whose names are subscribed to the foregoing instrument
 as such officers respectively, appeared before me this day in person
 and acknowledge that they signed and delivered the said instrument as
 their own and free and voluntary act and as the free and voluntary act
 of said Company for the uses and purposes therein set forth; and the
 said officers then and there acknowledged that the said officers, as
 custodian of the corporate seal of said Company caused the corporate
 seal of said Company to be affixed to said instrument as said officers
 own free and voluntary act and as the free and voluntary act of said
 Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of December, 19 94.



Karen Naughton
 Notary Public

Corporate Seal

PETERSON BANK
 By: [Signature]
 Sr. Vice President

Attest: [Signature]
 Cashier & Sr. Vice President

State of Illinois) SS: I, the undersigned, a Notary Public in and for the County and State
 County of Cook) aforesaid, DO HEREBY CERTIFY that the above named officers of Peterson
 Bank, Mortgage, personally known to me to be the same persons whose
 names are subscribed to the foregoing instrument as such officers
 respectively, appeared before me this day in person and acknowledge
 that they signed and delivered the said instrument as their own and
 free and voluntary act and as the free and voluntary act of said Bank
 for the uses and purposes therein set forth; and the said officers then
 and there acknowledged that the said officers, as custodian of the
 corporate seal of said Bank caused the corporate seal of said Bank to
 be affixed to said instrument as said officers own free and voluntary
 act and as the free and voluntary act of said Bank for the uses and
 purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of December, 19 94.



Lauren Kim
 Notary Public

For the recorder's index purposes insert street address of above described property
 here: 6051 N. California, Chicago, IL Reference: Kitae Kwon/CO

Place in Recorder's Box #144 Mail To: Peterson Bank
 3232 W. Peterson
 Chicago, IL 60659
 ATTN: Lauren Kim



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Property of Cook County Clerk's Office



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