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09/01/20 33 001 Page 1 of 5
1999-10-29 14:35:51
Cook County Recorder 29.50

Recordation Requested By:
GreatBank a National Association
3300 W. Dempster
Skokie, IL 60076



When Recorded Mail To:
GreatBank National Association
3300 W. Dempster
Skokie, IL 60076

O'Connor Title
Services, Inc.

102999B

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EXTENSION AND MODIFICATION AGREEMENT

BORROWER: KWAN SU KIM
ADDRESS: 2442 W. Irving Park Road, Chicago, IL. 60618
NOTE NO.: 742252-3

This AGREEMENT, made this 20th day of October, 1999 by and between GreatBank a National Association (hereinafter called "Bank") and KWAN SU KIM (hereinafter collectively called "Borrower"),

WITNESSETH:

WHEREAS, the Borrower executed and delivered to Bank a Promissory Note dated January 20, 1999 in the original principal amount of ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00), and,

WHEREAS, said Note is secured by the following:

- a. First mortgage and assignment of rents on the property commonly known as 5008 N. Kedzie, Chicago, IL., more particularly described as follows:

LOTS 15, 16, AND 17 IN BLOCK 3 IN W.F. KAISER AND COMPANY'S ALBANY PARK SUBDIVISION, BEING A SUBDIVISION OF LOT 12 AND THAT PART OF LOT 5, LYING SOUTH OF CENTER LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN JACKSON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11 AND THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 5008 N. KEDZIE, CHICAGO, IL. 60625
PROPERTY TAX ID NO. 13-11-415-029

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(hereinafter and collectively "Collateral"); and,

WHEREAS, The Bank's security interest in the Collateral is evidenced by any or all of the following documents (the "Security Documents"):

- a. Mortgage dated January 20, 1999 and recorded February 3, 1999 with the Cook County Recorder's Office as Document No. 99112683;
- c. Assignment of Rents dated January 20, 1999 and recorded May 6, 1999 with the Cook County Recorder's Office as Document No. 99112684; and,

WHEREAS, the Bank is the owner and holder of the said Note and the above described Security Documents; and,

WHEREAS, the Note will mature on January 20, 2000; and,

WHEREAS, the Borrower has requested that the Bank extend the maturity date for the payment of all amounts due under the Note, and the Bank is willing to extend the maturity date upon the terms and conditions hereinafter set forth; and,

WHEREAS, the Borrower has:

- a. conducted a comprehensive review and assessment of all areas of its business that could be adversely affected by the "year 2000 problem" (that is, the risk that computer applications may not be able to properly perform date-sensitive functions after December 31, 1999),
- b. developed a detailed plan and time line for addressing the year 2000 on a timely basis, and
- c. to date, implemented that plan in accordance with that timetable. To the best of the Borrower's knowledge, all computer applications that are material to its business will, on a timely basis, be able to perform properly date-sensitive functions for all dates before and after January 1, 2000 (i.e., be "year 2000 compliant").
- d. For purposes of this paragraph, "key suppliers, vendors and customers" refers to those suppliers, vendors and customers of the Borrower the business failure of which would, with reasonable probability, result in a material adverse change in the Borrower's business condition (financial or otherwise), operations, properties or prospects of ability to repay the credit.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment of Balance. The Borrower acknowledges that as of the date hereof, the unpaid balance due and owing on said note is One Hundred Seventy Five Thousand Nine Hundred Thirty One and 51/100 Dollars (\$175,931.51) of principal, One Thousand Two Hundred Forty Five and 87/100 Dollars (\$1,245.87) of interest and One Thousand One Hundred Sixty Two and 48/100 (\$1,162.48) of escrow, and that said Note is not subject to any defenses or offsets whatsoever.

2. Modification of Terms. That the repayment of the Note is hereby modified as follows:
 - (a) The maturity date of the Note is hereby extended from January 20, 2000 to April 20, 2000; and
 - (b) That the Note shall be repaid in monthly installments of principal and interest of One Thousand Seven Hundred Eighty Five and 39/100 Dollars (\$1,785.39) and Five Hundred Twenty Five and 34/100 Dollars (\$525.35) for real estate tax escrow or a total of Two Thousand Three Hundred Ten and 73/100 Dollars (\$2,310.73), beginning on November 20, 1999 and on the same day of each successive month thereafter, until the maturity date at which time all unpaid amounts due and owing on the Note shall be payable in full; and
3. Fees and Costs. Borrower agrees to pay all reasonable costs including but not limited to attorney's fees, title charges and recording charges and any other costs to insure the validity and perfection of the Security Documents.
4. Late Payment Fee. Borrower shall pay to the Bank a late charge of five percent (5%) of any monthly installment not received by the Bank within ten (10) days after the installment is due.
5. Reaffirmation of Representations / Continuation of Documents. Borrower further agrees that all of the stipulations, provisions, conditions and covenants of the above described Note and Security Documents shall remain in full force and effect, except as herein extended and/or modified, and nothing herein shall be construed to impair the security or lien of the Bank in and to the Collateral nor to affect nor impair any rights or powers which Bank may have under said Note and Security Documents or in any other instrument or document delivered to the Bank by the Borrower. The Borrower(s) and Guarantor(s), if any, agree that the Bank's forbearance on the full payment due this date does not waive nor forbear any of the terms of the original Note, and that all rights set forth therein, and upon the Mortgage or other collateral given for security therewith outstanding, are binding in all respects.
6. BORROWER HEREBY AGREES THAT, IN THE EVENT BORROWER SHALL (i) FILE WITH ANY BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION UNDER TITLE 11 OF THE U.S. CODE, AS AMENDED, (ii) BE THE SUBJECT OF ANY ORDER FOR RELIEF ISSUED UNDER SUCH TITLE 11 OF THE U.S. CODE, AS AMENDED, (iii) FILE OR BE THE SUBJECT OF ANY PETITION SEEKING ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO BANKRUPTCY, INSOLVENCY, OR OTHER RELIEF FOR DEBTORS, (iv) HAVE SOUGHT OR CONSENTED TO OR ACQUIESCED IN THE APPOINTMENT OF ANY TRUSTEE, RECEIVER, CONSERVATOR, OR LIQUIDATOR, (v) BE THE SUBJECT OF ANY ORDER, JUDGMENT, OR DECREE ENTERED BY ANY COURT OF COMPETENT JURISDICTION APPROVING A PETITION FILED AGAINST SUCH PARTY FOR ANY REORGANIZATION, ARRANGEMENT, COMPOSITION, READJUSTMENT, LIQUIDATION, DISSOLUTION, OR SIMILAR RELIEF UNDER ANY PRESENT OR FUTURE FEDERAL OR STATE ACT OR LAW RELATING TO

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BANKRUPTCY, INSOLVENCY, OR RELIEF FOR DEBTORS, BANK SHALL THEREUPON BE ENTITLED TO RELIEF FROM ANY AUTOMATIC STAY IMPOSED BY SECTION 362 OF TITLE 11 OF THE U.S. CODE, AS AMENDED, OR OTHERWISE, ON OR AGAINST THE EXERCISE OF THE RIGHT AND REMEDIES OTHERWISE AVAILABLE TO BANK AS PROVIDED IN THE NOTE AND SECURITY DOCUMENTS.

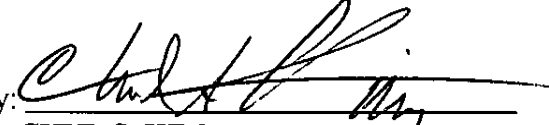
7. This Extension and Modification Agreement is a renewal and refinancing of the obligations due Bank as evidenced by a promissory note dated January 20, 1999, from Borrower to Bank, and not a novation thereof. All interest evidenced by the note being renewed by this instrument shall continue to be due and payable until paid.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

BORROWER:


KWAN SU KIM

GreatBank a National Association

By: 
CHUL S. KIM
Its: Senior Vice President

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BORROWER ACKNOWLEDGMENT

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STATE OF Illinois)
)ss
COUNTY OF Cook)

On this 23RD day of OCTOBER, 1999, before me, the undersigned Notary Public, personally appeared KWAN SU KIM, and known to me to be the same person that executed the Extension and Modification Agreement, and acknowledged that he signed the Extension and Modification Agreement as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23RD day of OCTOBER, 1999

By Mark F Kelly Residing at EVANSTON IL

Notary Public in and for the State of ILLINOIS

My commission expires 5/14/2000



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)ss
COUNTY OF Cook)

On this 23RD day of OCTOBER, 1999, before me, the undersigned Notary Public, personally appeared Chul S. Kim, and known to me to be the Senior Vice President of GreatBank a National Association, and 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 as such, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 23RD day of OCTOBER, 1999

By Mark F Kelly Residing at EVANSTON IL

Notary Public in and for the State of ILLINOIS

My commission expires 5/14/2000

