

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



Property of Cook County Clerk's Office

EXTENSION AND MODIFICATION AGREEMENT

O'Connor Title
Services, Inc.

BORROWER: CHOL SEO AND OK SIK SEO
ADDRESS: 266 N. LATROBE, NORTHFIELD, IL. 60093
NOTE NO.: 742019-6

128899-B

**LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK successor trustee to

This AGREEMENT, made this 15th day of October, 1999 by and between GreatBank a National Association (hereinafter called "Bank"), CHOL SEO and OK SIK SEO (hereinafter called "Borrower") and LASALLE NATIONAL TRUST, N.A., as Trustee under Trust Agreement dated 10/02/90 and known as Trust No. 115745 (hereinafter called "Grantor"),

WITNESSETH:

WHEREAS, the Borrower executed and delivered to Bank a Promissory Note dated December 15, 1998 in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00); and,

WHEREAS, said Note is secured by the following:

- a. Second Mortgage on the property commonly known as 1106-16 W. Madison St., Chicago, IL. 60606 and more particularly described as follows:

UNITS A AND B IN THE MADISON PLAZA CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 22, 23, 24 AND 25 IN THE RESUBDIVISION OF BLOCK 48 IN CARPENTER'S ADDITION TO CHICAGO OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97136513 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1106-16 W. MADISON ST., CHICAGO, IL. 60606
REAL PROPERTY TAX IDENTIFICATION NO. 17-08-444-021; 17-08-444-022;
17-08-444-023 and 17-08-444-024

(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 December 15, 1998, recorded December 24, 1998 with the Cook County Recorder's Office as Document No. 08171055
- b. Assignment of Rents dated December 15, 1998, recorded December 24, 1998 with the Cook County Recorder's Office as Document No. 08171056; and,

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

WHEREAS, the Note matured on October 15, 1999; 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 FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) of principal and THREE THOUSAND ONE HUNDRED NINETEEN AND 79/100 DOLLARS (\$3,119.79) of interest, 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 October 15, 1999 to October 15, 2000; and,
 - (b) That interest shall be payable at (0.00%) percent in excess of the highest Prime Rate as published in the Wall Street Journal, making an initial rate of 8.25% per annum from the date hereof; and,
 - (c) That the Note shall be repaid in quarterly installments of all accrued and unpaid interest, beginning on January 15, 2000 and on the same day of each successive quarter 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. Simultaneous with the execution of this Extension and Modification Agreement, Borrower shall pay herewith the sum of THREE THOUSAND ONE HUNDRED NINETEEN AND 79/100 DOLLARS (\$3,119.79), representing the accrued and unpaid interest to October 15, 1999, the receipt of which is hereby acknowledged by the Bank. 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 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 December 15, 1998 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.

Cook County Clerk's Office

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

BORROWER:

Chol Seo
CHOL SEO

Ok SIK Seo
OK SIK SEO

GRANTOR: See Exhibit "A" for Trustee's Exoneration Clause
LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK successor trustee to
LASALLE NATIONAL TRUST N.A. as Trustee under Trust Agreement dated 10/02/90 and known
as Trust No. 115745 and not personally

Robert Benz
By Assistant Secretary
Trust Officer

Nancy A. Carlson
By Assistant Vice President
Trust Officer

GreatBank a National Association

Michael A. Foster
By: Michael A. Foster
Its: Senior Vice President, Senior Lending Officer

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BORROWER ACKNOWLEDGMENT

STATE OF Illinois)
)ss
COUNTY OF Cook)

On this 30TH day of NOVEMBER, 1999, before me, the undersigned Notary Public, personally appeared Chol Seo and Ok Sik Seo, and known to me to be the same person(s) that executed the Extension and Modification Agreement, and acknowledged that he or she signed the Extension and Modification Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30TH day of NOVEMBER, 1999.

By MARK F. KELLY Residing at EVANSTON IL 60202

Mark F. Kelly
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 30TH day of NOVEMBER, 1999, before me, the undersigned Notary Public, personally appeared Michael A. Foster, 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 30TH day of NOVEMBER, 1999.

By MARK F. KELLY Residing at EVANSTON IL 60202

Mark F. Kelly
Notary Public in and for the State of ILLINOIS

My commission expires 5/14/2000



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TRUSTEE ACKNOWLEDGMENT

STATE OF Illinois)
)ss
 COUNTY OF Cook)

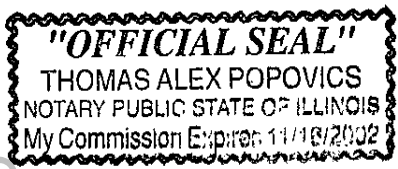
On this 22nd day of December, 1999 before me, the undersigned Notary Public, personally appeared Nancy A. Carlin and Deborah Berg to be the Trust Officers of EaSalle National Trust N.A., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

... ~~**LASALLE BANK NATIONAL ASSOCIATION f/k/a LASALLE NATIONAL BANK successor trustee to~~
Given under my hand and official seal this 22nd day of December 1999.

By *Thomas Alex Popovics* Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 11-16-02



PROPERTY OF COOK COUNTY CLERK'S OFFICE

RIDER ATTACHED TO AND MADE A PART OF
(TRANSFER AGREEMENT)
MORTGAGE (EXTENSION AGREEMENT) AND MODIFICATION AGREEMENT
(ADDITIONAL ADVANCE AGREEMENT)
(

DATED 10/15/99 UNDER TRUST NO. 115745

This instrument is executed by **LASALLE BANK NATIONAL ASSOCIATION**, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by **LASALLE BANK NATIONAL ASSOCIATION** are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against **LASALLE BANK NATIONAL ASSOCIATION** by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said **LASALLE BANK NATIONAL ASSOCIATION**, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon **LASALLE BANK NATIONAL ASSOCIATION**, personally or as said Trustee to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said **LASALLE BANK NATIONAL ASSOCIATION** personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

Notary Public's Office