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## INSTALMENT NOTE, ASSIGNMENT OF RENTS AND TRUST DEED EXTENSION AND MODIFICATION AGREEMENT

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THIS INSTALMENT NOTE, ASSIGNMENT OF RENTS AND TRUST DEED EXTENSION AND MODIFICATION AGREEMENT ("Agreement"), entered into this 21st day of May, 1991 by and between SOON NYUN KIM and SUK ZA KIM, his wife ("Mortgagors") and WILLIAM KAROL and LOUIS SIMON ("Mortgagees"), WITNESSETH:

WHEREAS, for value received Mortgagors executed and delivered to Mortgagees that certain Instalment Note in the principal amount of \$115,000.00, dated April 11, 1983 and due on June 10, 1991, and as security therefor that certain Assignment of Rents and that certain Trust Deed, both of even date, conveying to Mortgagees the improved real estate known as 4956 North Milwaukee Avenue, Chicago, Illinois, and legally described as:

Lot 7 in Block 45 in Jefferson in the West 1/2 of the Southwest 1/4 of Section 9, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 13-09-318-018

which Assignment of Rents and Trust Deed were duly recorded with the Recorder of Deeds of Cook County on May 3, 1983 as document nos. 26590378 and 26590379, respectively;

WHEREAS, the parties hereto desire to extend the maturity of such Instalment Note, Assignment of Rents and Trust Deed and to modify their terms as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing, and the agreements herein provided, IT IS AGREED:

1. The foregoing recitals are incorporated herein by this reference.
2. The unpaid principal balance under the Instalment Note, as of June 10, 1991, is \$110,288.95, and such amount is then due and owing in full; Mortgagors hereby agree, acknowledge and warrant that there are no defenses, set-offs or counterclaims to payment of such sum and under such Instalment Note, Assignment of Rents and Trust Deed.

3. The payment of such amount is extended and modified as follows:

Mortgagors promise to pay to the order of Mortgagees the principal sum of One Hundred Ten Thousand Two Hundred Eighty Eight Dollars and ninety-five cents (\$110,288.95), and interest from May 10, 1991 on the balance of principal remaining from time to time unpaid at the rate of 11% per annum, payable in installments as follows: \$ 1,127.13 on the 10th day of June, 1991, and \$ 1,127.13 on the 10th day of each month thereafter until the Instalment

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Note is fully paid, except the final payment of principal and interest shall be in the sum of \$ 109,949.85, and shall be due on the 10th day of May, 1992. The principal of each of such installments, and of the final installment, shall bear interest if not paid when due at the rate of 13% per annum.

4. Paragraph 17 of the Rider to the Trust Deed is replaced by the following:

17. The Mortgagors hereby waive to the extent permitted by applicable law any and all rights of reinstatement, and of redemption from any order or decree of foreclosure of this trust deed, on their own behalf and on behalf of each and every person, acquiring any interest in or title to the premises.

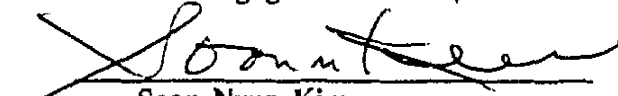
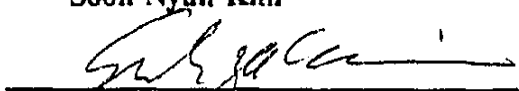
5. Paragraph 18 of the Rider is replaced by the following:

18. In addition to the monthly payments provided for herein, the mortgagors agree to deposit on the 10th day of each month, a sum equal to 1/12 of the annual insurance, general real estate taxes and special assessments levied against said property.

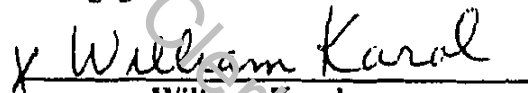

6. Except as specifically extended or modified hereby, each and every grant, covenant, warranty, term and condition of the Instalment Note, Assignment of Rents and Trust Deed is hereby reaffirmed as in full force and effect.

WITNESS, our hands the day and year first above written:

Mortgagors:

  
\_\_\_\_\_  
Soon Nyun Kim  
  
\_\_\_\_\_  
Suk Za Kim

Mortgagees:

  
\_\_\_\_\_  
William Karol  
  
\_\_\_\_\_  
Louis Simon

This document prepared by and should be returned to:

LARRY S. MAYSTER, LTD.  
221 North LaSalle Street  
Suite 1200  
Chicago, Illinois 60601  
(312) 372-7150

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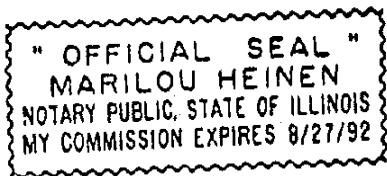
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STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, MARILOU HEINEN, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM KAROL 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 signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of their right of homestead.

GIVEN under my hand and Notarial Seal this 21st day of May A.D. 19 91.



Handwritten signature of Marilou Heinen.

My commission expires:

Aug. 27, 1992

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)  
COUNTY OF COOK ) SS

I, MARILOU HEINEN, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that LOUIS SIMON who is personally known to me to be the same person is, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of their right of homestead.

GIVEN under my hand and Notarial Seal this 21st day of May A.D. 1991.



*Marilou Heinen*

My commission expires:

Aug. 27th, 1992

Property of Cook County Clerk's Office

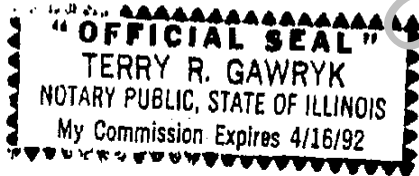
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STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Terry R. Gawryk, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Soon Nyun Kin 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 signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of their right of homestead.

GIVEN under my hand and Notarial Seal this 21<sup>st</sup> ~~7<sup>th</sup>~~ day of May A.D. 1991.



Terry R. Gawryk

My commission expires:

April 16, 1992

Property of Cook County Clerk's Office

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