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MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

THIS INDENTURE, made this 4th day of May, 1992, by and between Cole Taylor Bank, the owner of the mortgage or trust deed hereinafter described ("Bank"), and Jeong Hoong Hwang and Yung Ae Hwang, his wife, representing himself or themselves to be the owner or owners of the real estate here nafter and in said deed described ("Owner").

WITNESSETH:

The parties hereby agree to extend the time of payment, or otherwise modify as hereinafter indicated, the indebtedness evidenced by the promissory note in the amount of \$100,000.00, made by Owner dated May 4, 1987, secured by a mortgage or trust deed in the nature of a mortgage recorded May 20, 1987, in the Office of the Recorder of Deeds of Cook County, Illinois, as document No. 87272462, conveying to Bank certain real estate in Cook County, Illinois, described as follows:

LOTS 1 AND ? IN SUBDIVISION OF THE WEST 166 FEET OF THE EAST 10 1/2 ACRES OF THE SOUTH 21 ACRES OF THE WEST 42 ACRES OF THE EAST 102 ACRES OF THE 50 TH WEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PPINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

Commonly known as. 5746~48 West Lawrence Avenue, Chicago, Illinois Permanent Index Number: 13-11-325-026 13-11-325-027

- The amount remaining inpaid on the indebtedness is \$87,528.90.
- 3. Said remaining indebtedness of \$87,528,90 shall be paid on or before May 4, 1997 ("Maturity", with interest thereon payable at the per annum rate of One and One Half Percent (1 1/2%), in excess of the Prime rate, but not to exceed 11% and not be less than 6%, and interest after Default or Maturity at the per annum rate of Pour (4.0%), in excess of the afcresaid rate, said indebtedness to be payable in monthly installments of \$1.77.51 consisting of principal and interest commencing on June 4, 1992, payable of the office of Bank, and the Owner, in consideration of such extension and/or modification, promises and agrees to pay the principal sum secured by said mortgage as and when therein provided, as hereby extended and/or modified, and to pay interest thereon as indicated herein. If the aforesaid interest rate refers to "Prime" or "P", such term shall mean the rate of interest established from time to time by Bank as its Prime rate, as shown on the books and records of Bank, which rate will fluctuate from time to time with or without notice to anyone. If the aforesaid indebtedness is evidenced by a new promissory note of Owner, other than the promissory note hereinbefore described, such new promissory note shall be secured by the aforesaid mortgage or trust deed, as herein modified or extanded.

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UNOFFICIAL COPY

4. This agreement is supplementary to said mortgage or trust deed. All of the provisions thereof and of any promissory note hereinbefore described, including all provisions concerning default and Bank's rights to accelerate the maturity of all principal, interest and other amounts due thereunder, remain in full force and effect unless herein expressly modified. Owner agrees to perform all covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this agreement shall inure to the benefit of any holder of any promissory note described herein, and shall bind the heirs, personal representatives and assigns of Owner. Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. If Owner is two or more persons, their liability hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day and year first above written.

COLE TAYLOR BANK			
By: 5 Smc		Jahren Horas He	tury ledoca)
Title: V CC PPE I		Joseph Meding III	
Attest: Carolo K	Botosku	Ifcomity Yung As Hwang	HE Huany
Title: West lice	Prince	rung ne nwang	
(SEAL)	Ox		
STATE OF ILLINOIS)	C		
COUNTY OF COOK			
I, Beatrice N. Tranier	- A	Notary Public in a	nd for said County
and State, hereby cert	ify that harold A.	Chmiel	
of Cole Taylor Bank, as	nd Carole R. Botos	ke,	
of said Bank, personal	ly known to me co b	e the same person	s whose names are
subscribed to the fore			
Asst. Vice President			
that they signed and de			
act, and as the free as			
therein set forth; and	the said Harold	A. Charel	then and there
acknowledged that			
own free and volunt			
for the uses and purpor			
• •		· OA.	
GIVEN under my hand and	notarial seal this	3rd day of	June ,
1992.			,
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Notary Public			
(SEAL)		~~~~	
My commission expires:	A DEFICIAL SEA		
	PARTER OF NOTHE	<u>*;:E</u> :₹}	10
	NOTARY PUBLIC, STATE OF I	LLINO 3 }	Co
	S MY COMMISS ON EXPIRES	77/3/93 🕻	CV CV

STATE OF ILLINOIS)			
COUNTY OF COOR)			
I, Beatrice N. Trenier a Notary Public in and for that Jeong Woong Hwang and the same respons whose name respectively, appeared bef signed and delivered the s for the uses end purposes	Yung Ae Hwang, his was are subscribed to to the common this day in particular than the common	ife, personall the foregoing i erson and ackn	y known to me to be instrument, as such owledged that they
GIVEN under my hand and no	tarial seal this	3rd	day of _June
1992.			
9			
		27	
	Notary Pub	lic	<u> </u>
My commission expires:	TOFFICIAL SE SERVED OF NOTES NOVEL STATE OF VICES WISSICN EXPIRES	// # } // ER } // 3/93 }	
(SEAL)	***************************************		
This instrument prepared by	y and to be returned	to:	Ó
	Harold A. Chmiel Cole Taylor Bank 4400 West Oaktor Skokis, IL 6007	t 1	

RIDER TO TRUST DEED, MORTGAGE OR MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

This is a Rider to a Trust Deed, Mortgage or Mortgage Modification and Extension Agraement dated May 4, 1992, (the "Trust Deed") executed by Jeong Moong Hwang and Yung Ae Hwang, his wife, as First Party, Borrower or Mortgagor (the "First Party") in favor of Cole Taylor Bank as Trustee, Lender or Mortgagee (the "Trustee"). All terms and provisions of this rider shall have the same force and effect as if same were stated in the Trust Deed. If First Party is a land trust, all warranties, representations, covenants and agreements contained herein and made by First Party shall also apply and refer to any beneficiary of Pirst Party.

- 1. First Party warrants and represents to Trustee that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental Contamination") has occurred or is existing on any portion of any real estate which is the subject of the Trust Deed (the "Premises") or, to the best knowledge of the Pirst Party, on any other real estate now or previously owned, leased, occupied or operated by First Party or with respect to First Party's business and operations, and First Party has not received notice from any source, oral or written, of any of the following occurrences:
 - 1.1 any such Environmental Concamination;
 - 1.2 that Pirst Party's business and operations are not in full compliance with requirements of federal, state of local environmental, health and safety statutes or regulations;
 - 1.3 that Pirst Party is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;
 - 1.4 that any portion of the Premises or of any other property or assets of Pirst Party, real or personal, is subject to any lien arising under any federal, state or local environmental, health and safety statutes or regulations.
- First Party covenants and agrees, until all indebtedness or obligations secured by the Trust Deed are paid in full:
 - 2.1 First Party shall not cause or permit to exist any Environmental Contamination on any portion of the Premises or on any portion of any other real estate now or hereafter owned, leased, occupied or operated by Pirst Party, or with respect to the business and operations of First Party.
 - 2.2 First Party shall immediately notify Trustee of its receipt of any notice, oral or written, of the type described in Paragraph 1 of this Rider.
- 3. First Party hereby indemnifies and holds Trustee harmless from and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including attorneys' fees and costs, incurred by Trustee and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements or Trustee's becoming liable,

in any manner whatsoever, for any Environmental Contamination previously, now or hereafter existing or occurring on any portion of the Premises or on any other real estate previously, now or in the future owned, leased, occupied or operated by First Party, or occurring with respect to First Party's business or operations, which indemnification shall survive the payment in full of all indebtedness secured by the Trust Deed.

4. The breach of any warranties, representations, covenants or agreements contained in this Rider or the giving to First Party of any notice of the type described in Paragraph 1 of this Rider (regardless of whether any Environmental Contamination of the type described in Paragraph 1 of this Rider has occurred and regardless of whether First Party has notified Trustee of the receipt of any such notice) shall entitle Trustee to accelerate the maturity of all unpaid indebtedness secured by the Trust Deed, and all such indebtedness shall become immediately thereafter due and payable, and if payment thereof is not immediately made, Trustee shall have all remedies stated in the Trust Deed or otherwise available to it.

Dated: <u>May 4, 1992</u>	PIRST PARTY:
(SEAL)	Juong Wonng Hwang
	Yung Ae Hwang
STATE OF ILLINOIS)	
) SS COUNTY OF COOK)	
hereby certify that <u>Jeong Woong</u> same persons whose names are sul appeared before me this day in p	, a notary public in and for said County and State, Hwang and Yung Ae Hwang, personally known to me to be the bacribed to the foregoing instrument as such respectively, person and acknowledged that they signed and delivered the ree and voluntary act, for the uses and purposes therein
GIVEN, under my hand and notar	ial seal this 3rd day of June, 1992. Viature II. Lucres Notary Public
(SEAL)	Notary Public
Ny commission expires:	CONTRACTOR ALL SEAL * A THE THE THERE ARE SERVINGER WHO PUT I STATE OF RELACIS ! LOWER ON FREED WIS193!