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**LOAN MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT made this 31st day of August of 1994, by and between Si Woong Kim and Jung Ja Kim, his wife in joint tennacy, (hereinafter called "Mortgagor") and North Community Bank, an Illinois Banking Corporation, with an office at 3639 North Broadway, Chicago, Illinois 60613 (hereinafter called "Mortgagee").

**WITNESSETH:**

This Agreement is based upon the following recitals:

A. On August 5, 1986 for full value received, Si Woong Kim and Jung Ja Kim, his wife, in joint tenancy, executed and delivered to Mortgagee a Promissory Note in the principal amount of ONE HUNDRED THIRTY NINE THOUSAND AND 00/100 (\$139,000.00) (hereinafter called the "Note"), and secured the payment thereof by granting to Mortgagee, among other things, a certain Trust Deed (hereinafter called the "Mortgage"), of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on August 7, 1986 and known as Document No. 35383197 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

PARCEL 3: LOT 12 IN CALLERO AND CATINO'S NILES TERRACE, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 4, 1957 AS DOCUMENT LR 1721339 IN COOK COUNTY, ILLINOIS.

PIN: 10-19-324-012

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PROPERTY ADDRESS: 7053 N. Grennan Place, Niles, IL 60648

B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of August 31, 1994 is \$115,323.80.

D. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgaged Premises.

DEPT-01 RECORDING  
156666 TRAN 6066 09/06/94 14:36:00  
#7380 # LC #-94-780408  
COOK COUNTY RECORDER

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NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. The Maturity date of the Note will be extended from August 5, 1994 to August 5, 1999.
2. Interest only will be due for August 5, 1994 and effective September 5, 1994 and monthly thereafter, the monthly principal and interest payment will be \$1,421.39.

In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or the first lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

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**CONCLUSIONS**

Arrest:

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

1, Catherine G. Gilner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Scott M. Yelvington and Gerald S. Roman, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the President and Vice President of NORTH COMMUNITY BANK, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

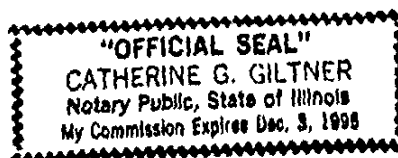
Given under my hand and notarial seal this 31st day of August, 1994.

(S) 72-101407

Notary Public

Prepared by/Mail To:

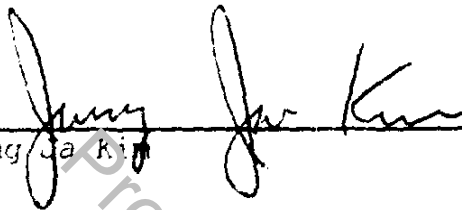
North Community Bank  
3639 N. Broadway  
Chicago, IL 60613

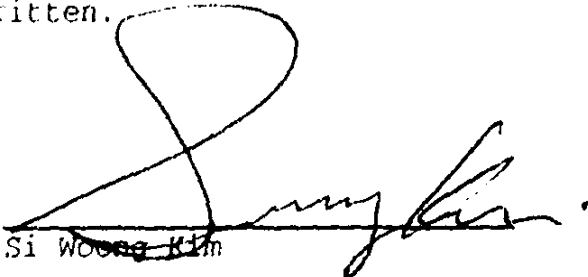


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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

  
Jung Ja Kim

  
Si Woong Kim

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STATE OF ILLINOIS

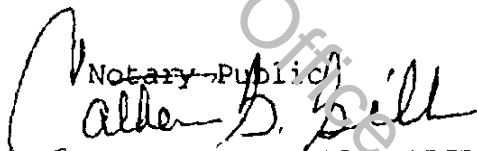
) ss.

COUNTY OF COOK

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I, Catherine G. Giltner Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Jung Ja Kim and Si Woong Kim, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of August, 1994.

  
Notary Public

Prepared by/Mail To:

North Community Bank  
3639 N. Broadway  
Chicago, IL 60613

